The Solicitors' Journal

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Current Topics.

Law in Daily Life.

JUST as M. Jourdain, in MOLIÈRE'S "Le Bourgeois Gentilhomme," was vastly surprised when he learned that he had been talking prose for forty years without being conscious of the fact, so, we imagine, not a few of those who listened to LORD MACMILLAN'S broadcast address last week must have been equally astonished to realise that, all unwittingly, they had been, and still were, making contact with law every day of their lives. Behind the morning "tub," as was pointed out, there was an accumulated mass of legal relationships—the water supply, drawn, it may be, from distant sources, the acquisition of which required statutory power; then there was the settlement of the compensation payable to the landowner and to those others from whom wayleaves had to be obtained, all this congeries of rights being governed by statutory or contractual engagements of which the ordinary citizen, though sharing in the resultant benefits, is all unconscious. Much the like lies behind the supply of many of the other necessities of modern civilisation—gas and electricity, for instance, and even the food we eat, all are linked in some way with legal concepts and legal obligations and duties. To these have also to be added those contracts which all of us are making in the course of every day, as, for example, taking a ticket for a train journey, this being concluded with a minimum of words, or even when nothing at all is said as by the mere tender of a penny for a bus fare. LORD MACMILLAN, in this resembling GOLDSMITH, of whom Dr. JOHNSON said that he touched nothing which he did not adorn, after citing several of these instances of the contact of law with our daily needs and avocations, added the wise reminder that litigation is not the essential feature of law, rather is it a symptom of its failure. "When one reflects," he continued, "on the millions of legal relationships which in a single day the manifold transactions and activities of our citizens involve, and then on the number of cases which find their way into the Law Courts, it will be realised at once how minute is the percentage of instances in which disputes arise which call for judicial determination." So full of wise counsel and interesting illustration is the address that it is to be hoped it will be made generally accessible in printed form.

Income Tax Codification.

THE committee which was appointed on 31st October, 1927, "to prepare a draft of a Bill or Bills to codify the law relating to Income Tax, with the special aim of making the law as intelligible to the taxpayer as the nature of the legislation admits, and with power for that purpose to suggest any alterations which, while leaving substantially unaffected the liability of the taxpayer, the general system of administration and the powers and duties of the various authorities concerned therein, would produce uniformity and simplicity," has performed its task with the issue of a report in two somewhat lengthy volumes. The first (Cmd. 5131, H.M. Stationery Office, price 8s. net) comprises the report itself and a number of appendices, one of them, of over 300 pages, containing notes on the draft Bill; the second volume (Cmd. 5132, H.M. Stationery Office, price 4s. 6d. net) sets out a draft Bill based on the committee's recommendations. It is, of course, impossible to deal here with the very large number of intricate questions involved, or even to point to the chief of them. Readers must be referred to the volumes themselves. Certain matters may, however, be shortly alluded to. In the course of an introduction stress is laid upon "the intractable ambiguities of our language and our syntax," which renders the drafting of the simplest rule in terms proof against misrepresentation a task requiring the highest skill. The difficulty, the committee states, becomes immeasurably greater when it is necessary to legislate in general terms so as to cover every conceivable case which may arise in a region of infinite diversity. Practitioners who occupy themselves to any extent with drafting are not likely to demur at these propositions. Another difficulty confronting the committee arose from what were considered to be the limits of the powers conferred upon it by the terms of reference. While a reasonably liberal interpretation of the word "substantially" has enabled the committee to remove a number of minor anomalies, a number of provisions "which manifestly called for re-casting" have been left because their alteration would substantially have affected the taxpayer's liability. Defects and anomalies calling for removal, but beyond the scope of the committee's powers, have therefore been reproduced, while attention has been directed to the desirability of reform. With regard to simplifications, attention is drawn to the significance of the qualifying words in the terms of reference

"as the nature of the legislation admits." Income tax legislation must, it is stated, by its very nature, be abstract and technical and can never be easy reading. The committee recognises, however—and the way in which it has performed its task may be taken as a proof of the fact—that the very difficulty and elaboration of the subject call for precision and orderliness in its presentation.

The Draft Bill.

THE most obvious change which a perusal of the draft Bill reveals is the sweeping away of the existing schedules and rules and the provision in cl. 3 of a complete classification of taxable income—the term "income" for tax purposes is not defined—under fifteen heads. Part I of the table (Classes A—K) relates to United Kingdom income, Part II (Classes L—O) to foreign income. A reference to the section or sections where each class of income is dealt with is given in the table, and thus the taxpayer is enabled to gain some idea of his precise liability or, at least, to ignore the portions of the Bill which do not concern him. The foregoing indicates the main structure of Part I of the Bill. Part II is concerned with persons chargeable and the correlative rights of deduction. Attention may be drawn to the convenient table in cl. 64, which shows at a glance the persons chargeable in each class of income set out in cl. 3. Part III deals with general reliefs, and again a convenient table is provided setting out in this case the various kinds of relief and their amount (cl. 81). The reduced rate allowance is dealt with in cl. 89. Exemptions relating to property (cls. 115–119) and to "persons"—charities, hospitals and the like—(cls. 120–132) are dealt with in Part IV, provisions relating to sur-tax being collected together in Part V. A great deal of important material is to be found in Part VI under the general heading "Provisions applicable to Special Classes of Persons and Matters." Among the topics dealt with in this part are partnerships, husband and wife, infants, trustees, wage-earners, husbandry and woodlands, sporting rights, tenement buildings, life assurance and investment companies, mines, and railways. This grouping, in addition, of course, to the general arrangement of the measure, should, the committee suggests, enable the taxpayer whose sources of income are few and simple to disregard large blocks of the Bill. Succeeding Parts (VII—XI) are concerned with machinery—such as assessment, collection, penalties and administration. In matters of this nature the committee has considered itself less restricted by its terms of reference—the liability of the taxpayer not being directly involved—and, in consequence, a number of anomalies have been removed. Parts XII and XIII set out a number of special provisions applicable respectively to Scotland and Northern Ireland, while Part XIV contains a definition clause and other matters of a general character. There are 417 clauses and eight schedules. Comments on particular clauses are out of place in this, necessarily, very brief survey, but it may be of interest to note the specific reference to the county court in cl. 314 ("Recovery by proceedings in Court") dictated by s. 4 of the Administration of Justice (Miscellaneous Provisions) Act, 1933, and the modifications called for by the same Act in the reproduction of s. 176 (3) of the Income Tax Act, 1918, in cl. 316 (1) of the Bill.

The Causes of Road Accidents.

WE have on previous occasions adverted to the importance of discovering and analysing the precise causes of road accidents from the standpoint of making better provision for the safety of road users and have alluded to Mr. HORE-BELISHA'S efforts in this direction. It is now announced that the Ministry of Transport began, on the first of the present month, a new investigation of this character, and that it is henceforth to examine and analyse particulars of every accident involving personal injury, fatal or otherwise. These particulars will be forwarded to the Ministry by the police and the inquiry based thereon will show for the first time how many of the 200,000 persons injured each year on the roads of Great Britain sustain only slight injuries and how many escape death at the cost of maiming or serious injuries. It is stated that in deciding upon a wider field of inquiry the Minister of Transport was influenced by the fact that the 6,000 to 7,000 fatal cases investigated since the beginning of last year form, roughly, 3 per cent. only of the total number of accidents involving personal injury and that the evidence of the victim is of necessity generally unobtainable. The detailed reports of all accidents, for which arrangements have now been made in consultation with the Home Office and the Scottish Office and chief officers of police, will therefore provide a source of knowledge not hitherto available and will afford material for further study of safety measures.

Particulars to be Furnished.

POLICE constables reporting accidents will, under the new scheme, record the general character of the road, the presence or absence of tram lines, the width of the carriage-way, the weather and light, and features such as road junctions, refuges, subways or crossing places in the neighbourhood of the accident. Injuries will be classified under the headings fatal, serious, and light. The age and sex of the persons involved, their movements and those of vehicles concerned immediately prior to the accident will also be recorded. An important consideration is that the new form of inquiry will enable a more accurate estimate of the effect of the speed limit to be arrived at. Its effect at present can only be gauged by comparing the number of accidents occurring in town police districts, where it is generally in operation, with the number occurring in county police districts where generally it is not. Even this method appears to have demonstrated the value of the limit as a safety factor, but the new inquiry, which will show for the first time how many accidents occur in speed-restricted areas, should furnish valuable information and provide an admirable opportunity of testing the advisability or otherwise of describing stretches of road *primâ facie* subject to the limit. In addition to the foregoing particulars the police will be asked to state to what main or contributory causes the accident is thought to be due. These causes have been codified under sixty-four heads. The part which the general public can play in the matter is indicated in the following statement issued from the Ministry of Transport on 1st April: "Motorists and other road users who have the misfortune to be involved in accidents and those who witness accidents can make their contribution to the cause of road safety by co-operating with the police in supplying the information necessary for the inquiry. The Minister of Transport feels confident that the public will assist the police to make this inquiry as complete and accurate as possible."

Local Government in London: Consolidating Legislation.

THE provisions of the Local Government Act, 1933, which has effected so useful a consolidation in the law relating to local authorities throughout the country, does not, apart from certain exceptions, apply to London. These exceptions are briefly the provisions of Pt. III, relating to joint committees (s. 97) and Pt. X and Pt. XI, which are concerned respectively with accounts and audit, and local financial returns (see ss. 243 and 248). It is hardly surprising therefore to find the Metropolitan Boroughs Standing Joint Committee strongly advocating the consolidation of local government law in London. In the course of a recent report it is stated that, unless this law is consolidated at an early date, it will be almost impossible for members of local authorities and the public generally to ascertain the existing law in London. In addition to the multitudinous Acts which applied to the provinces, London, it is indicated, has a superimposed code in the Metropolis Management Acts, the London Government Act, 1899, a series of London County Council Acts and of Orders in Council. Examples given of the complexity of the existing position

are the fact that it is necessary to refer to three Acts for the statutory authority of a mayor's casting vote, to three Acts for the method of electing aldermen, and to at least five Acts to ascertain who are qualified to be councillors, and to many Acts for disqualification for office. "No text-book on London local government law," the report states, "has been written for thirty-five years . . . To ascertain the present law, reference has first to be made to the London Acts, and then to the text-books on the Municipal Corporations Act, 1882, or the Local Government Acts, 1888 and 1894; but as the latter Acts are now repealed for the provinces, there will be no more text-books written on them." It is further pointed out that no collected edition of London statutes has been published since 1907, while these have year by year been amended by general and local Acts. It is thought that a consolidating Bill should be self-contained. This would involve the incorporation of the appropriate sections of the Local Government Act, 1933, in the new measure, legislation by reference not being favoured. That a good case has been made for consolidation will, we think, be generally conceded.

Town and Country Planning: Approval of Schemes.

PROGRESS made in planning since 1st April, 1933, when the Town and Country Planning Act, 1932, came into operation, is indicated by the fact that the eight schemes submitted by local authorities have now been approved by the Minister of Health, that a further seventeen schemes are under consideration, while eighty-two more have been drafted and deposited for inspection locally, though not yet submitted to the Minister. According to a recent statement half the country is now under planning in the sense of being at least subject to decisions of local authorities to prepare schemes. The eight schemes just referred to are, it is interesting to note, the first group to secure the Minister's approval under the Act of 1932. Seven of them relate to suburban areas of various towns, one to a built-up area. It is, perhaps, hardly necessary to enlarge upon the difficulties attendant upon the preparation of a scheme. The surveying of the area in detail, deciding upon the appropriate "zoning" for each part, consulting landowners and attempting to reconcile his proposals for future development with those of others and of the local authority, the subsequent public inquiry by the Ministry—all these call for an immense amount of labour and tact, and it is, perhaps, not surprising that only eight schemes have yet reached the final stage. It is stated that, in regard to these, objection has not been at all widespread.

Time Limit for Prosecution.

THE attention of readers may be drawn to an important ruling given by Mr. CLAUD MULLINS at the South-Western Police Court recently, during the hearing of a case, the facts of which were shortly as follows. The accused was arrested on 24th December, 1934, and bailed at a police station to appear five days later. He duly reported, was formally charged with a number of offences and bailed again to appear on 31st December. Before that day he absconded and nothing more was heard of him until he was in the hands of the police in February of this year. It was contended for the defence that the statutory six months' time limit for taking proceedings in respect of offences punishable on conviction in a court of summary jurisdiction had expired, since a charge was not technically preferred until the offender was actually charged before such a court. The charge, it was argued, was not actually instituted when it was made at the police station or by some outside body such as the county council (most of the charges had reference to a motor vehicle licence). The learned magistrate did not, however, accede to this argument and ruled that proceedings were started within the meaning of the law immediately a charge was preferred at a police station—in this case on 29th December, 1934. The matter was reported in *The Times* of 26th March.

Recent Decisions.

IN *Rex* v. *Wandsworth Justices*: *ex parte Rogers* (*The Times*, 3rd April), an application for a rule *nisi* for *certiorari* was granted calling on the defendant licensing justices to show cause why an order made by them altering the hours for the opening of licensed premises in their area should not be quashed. The grounds of the application were that in holding the meeting at which the order complained of was made more than one month after the general annual licensing meeting the provisions of s. 10 (4) of the Licensing (Consolidation) Act, 1910, had been contravened; that the opinion of the district had not been taken in accordance with the regulations made by the Home Secretary under the Licensing Act, 1921, and that the justices had taken into account an irrelevant matter—namely, the alteration in hours made by the justices of an adjoining licensing division.

In *Rex* v. *Harding* (*The Times*, 4th April), the Court of Criminal Appeal quashed a conviction of murder by a mother of her infant child. The Court, in circumstances described as exceptional, heard further medical evidence concerning the cause of death, which evidence, if available in the court below, would, it was intimated, have altered the course of the trial and summing up, while there might have been in the minds of the jury a reasonable doubt of the guilt of the appellant.

In *Renouf* v. *Attorney-General for Jersey* (p. 304 of this issue) the Judicial Committee of the Privy Council dismissed an appeal against conviction and sentence by the Royal Court of Jersey on a charge of manslaughter resulting from the driving of a motor car. The Board intimated that there was no "right of appeal" (in the proper sense of the term) from the said court in a criminal case to His Majesty in Council, that there was no Order in Council, charter or other instrument of authority from which it could be inferred that the King's prerogative to allow an appeal, if so advised, had been taken away, and that in the present case it could not be said that there had been a violation of legal principles resulting in grave and substantial injustice which would justify the Board advising His Majesty to intervene (see *Re Dillatt*, 12 App. Cas. 459).

In *Minnevitch* v. *Café de Paris* (*Londres*), *Ltd.* (*The Times*, 7th April), the leader of a dance band obtained judgment against the defendants who, it was held, were not justified in refusing to allow him to perform in their restaurant on the Wednesday to Saturday following the death of King George V. All theatres and places of entertainment were then open. Clause 8 of the contract which provided "No play, no pay" did not apply to these nights. On the previous Monday and Tuesday the defendants were justified in their refusal.

In *Re Shannon and Others* (*The Times*, 8th April), an application for a rule *nisi* for *mandamus* to be directed to the Petty Sessional Court of Leicester ordering the court to hear representatives of the vicar and churchwardens of St. Luke's, Leicester, on points raised in their defence at the hearing of summonses charging them with interfering with and disturbing services being conducted at that church was dismissed, and it was intimated *inter alia* that the Petty Sessional Court had no power to inquire into the validity of a writ of inhibition issued by the bishop, good on the face of it.

In *Otto and Another* v. *Bolton and Norris* (p. 306 of this issue), the court awarded to the purchaser of a house £340 damages against the builders. The former had been put to expense as the result of two falls of part of a ceiling which, it was held, was defective and dangerous. There had been a breach of warranty that the house was well built. A claim by the first plaintiff's mother failed on the ground that the builder of a house was not under such a liability to persons who came to live there. Reference must be made to the report for the reasons leading to this conclusion.

Hairdresser and Customer.

WHAT is the duty of a hairdresser to a customer who asks for her hair to be dyed?

This was elucidated before Judge Konstam, K.C., in the Shoreditch County Court in the case of *Gold* v. *Myers* (24th and 31st January, 1936).

The plaintiff was a girl of fifteen. She was a "natural blonde" who had been "touching up" her hair with peroxide and flour from time to time. Early in September, 1935, she was introduced to the defendant (whose trade name was "Alice") for the purpose of having her hair dyed brown. The price was 10s. 6d. As a result of the dye used ("light blonde"), her hair turned green. A few weeks later, having meanwhile complained to the defendant, she came in again with a view of having the colour rectified. This time "light brown" henna was applied. The hair, however, became green and began to break at the roots, becoming pustular, dry and scaly. The plaintiff became affected with "dermatitis"—a general term for affection of the skin, and was under treatment for several weeks. She was a sales girl in the West End and unable to obtain a job while her hair was in that condition. Her last wage was 25s. The season began in October–November, and there was evidence that the plaintiff could have been "placed" in a situation in October.

The plaintiff's case was put first, as a claim upon a breach of contract, and secondly for damages for negligence. The contract was to turn the hair brown. The negligence consisted of an unskilful application of the dye. There was no evidence that the dye used was harmful.

The defendant said that the girl's hair was already in a bad and bleached condition when she came, and that no colour was guaranteed. There was a denial that the hair had turned green, that the dye was unsuitable, or that it had been unskilfully applied. The dye used was the product of a reputable firm, "Evan Williams Tunisian Henna." It was admitted by some of the defendant's witnesses that there was "a tinge" of green on the fringes of the hair, but it was said that the exact colour did not emerge for twenty-four hours, and that the plaintiff declared herself as satisfied with the dyeing on that occasion.

It was further said that the plaintiff, a few days later, desiring a darker colour, gave, at the defendant's request, to one of the defendant's assistants, a sample cutting, whereupon a darker dye was applied. This was done; the defendant had to dissuade the plaintiff from further process; but the plaintiff insisting, and the dye upon the sample proving satisfactory, the hair was dyed a second time "at the plaintiff's own risk and on her own responsibility."

The directions for using the dye were put in evidence and put to both sides in cross-examination.

With each tin of dye is issued a sheet entitled thus, or in similar fashion:—

"Essential points to ensure effective results with Evan Williams' Tunisian Henna."

The sheet contains, at its head, a note in red type:—

"The actual colour of *Tunisian Henna* powder is no indication as to the shade it will impart to the hair when used in accordance with the instructions. . . ."

Then follow the "essential points."

The henna is "absolutely *safe* and contains nothing harmful to the hair, skin or health." There was no evidence to the contrary.

"Providing the instructions are carefully followed out satisfactory results will always be achieved on *natural grey hair*, i.e., hair that has not been previously treated with other hair dyes, restorers, bleaches, etc."

It was said for the plaintiff that this was an indication that the henna was intended to be used on natural grey hair, not on such hair as the plaintiff's, which had been previously treated. The remainder of "the points," however, showed that this was not the case.

The second point referred to "previously dyed hair." It contained the precaution: "If possible, take a test on a cutting of the hair first." No. 3 referred to "Bleached hair," again suggesting a test on a cutting. The henna should be left on according to the time indicated on the box. On coarse hair the paste should be left on five to ten minutes longer; on fine hair the prescribed time might be reduced by five minutes, or more.

It was said on the plaintiff's behalf that no preliminary test was made and that this was negligence. It was, moreover, stated that the henna was left on longer than was prescribed. If the plaintiff's hair was bad at the outset, the defendant should not have dyed it; if, however, the hair was then in a good condition, *res ipsa loquitur*.

The plaintiff's doctor had treated her for dermatitis, with a sedative lotion. He admitted that this dermatitis, having supervened a few weeks after the second dyeing, might have been caused by a secondary infection from without, e.g., by scratching. The defendant's doctor, on the other hand, asserted that the "gelatinous" condition of the plaintiff's hair could only come from the use of ammonia (which the plaintiff denied using). Henna, he said, speaking of pure vegetable henna, was the least harmful of hair dyes. He was not able to state the composition of the "Tunisian Henna." He thought that "dye dermatitis" came from "personal idiosyncrasy."

The learned judge found for the plaintiff.

He found that her hair was in a bad condition when she first came to see the defendant, and that the defendant told her so. He did not attach much importance to a test, because that was only intended to ascertain the general colour. The point that the exact colour would not be known for twenty-four hours did not exonerate the defendant. First, there had been a breach of contract in dyeing hair green which was promised to be dyed brown. He found as a fact that the hair did turn green.

Secondly, he held that the defendant was guilty of negligence. There was no evidence that the plaintiff had, either before the dyeing or after, used ammonia; that was pure assumption. To the henna be imputed no blame. But it had been unskilfully applied upon hair which was, to the defendant's knowledge, in a bad condition. The fact that the defendant, upon the second occasion, had said that the dyeing would be done at the plaintiff's risk and on her own responsibility, did not mean that she would take the risk of her hair turning green. The point that the exact colour would not be known for twenty-four hours simply meant that no particular shade could be guaranteed.

What damage had the plaintiff suffered?

He did not accept as proved the allegation that the dermatitis resulted from the dyeing. But there was evidence that the plaintiff had earned 25s. in her last job and that she could have obtained a job in October, 1935. Her hair was no longer green and no doubt it had, for some weeks, been slowly becoming normal.

The learned judge assessed the damages at £30.

He made an order of £2 per month, the defendant pleading that her business was being run at a loss.

Costs.

LEASES—(*Continued*).

We have already dealt with the meaning of rack rent in our last article, and we must now turn our attention to the term "building leases," for it is important to observe that the second scale in Pt. II provides the remuneration, *inter alia*, for "building leases reserving rent or other leases for a term of thirty-five years or more."

Two important questions spring to the mind at once, namely, which scale applies if the rent is a rack rent and the lease is a building lease, and do the words "other leases for a term of thirty-five years or more" qualify the term "building leases" so as to exclude the second scale in the case of building leases for a term of less than thirty-five years?

The first question is answered definitely by the heading to the first scale, which provides the remuneration for leases at a rack rent, but expressly excludes building leases. This means, therefore, that even if the rent is a rack rent, the solicitor is entitled to remuneration on the second scale if the lease is a building lease. This, of course, is greatly to the solicitor's advantage, and is a point that should be very carefully borne in mind.

As far as the second question is concerned, the answer is provided by the opinion of the Court of Appeal in the case of *Hillyard* v. *McDonald* [1917] 2 K.B. 248. That case was decided under the old wording of the head-note to the second scale, namely, "other long leases," but the principle seems to apply equally to the new wording. Swinfen-Eady, J., observed that the correct interpretation of the words necessitated a clear line being drawn between the different types of leases to which the rule applied. Thus, it applied to building leases, whatever their term, and to other long leases, not being building leases, except mining leases. If the "other" long lease, not being a building lease, is granted in consideration of a rack rent, then the first scale applies.

His lordship, in the case cited above, defined a building lease as any lease, whether in consideration of a rack rent or otherwise, and whether for a short or a long term, which contained a covenant by the lessee to build. In that case the lease was for fourteen years only, and granted the use of a small piece of land at the substantial rent of £150, and the further consideration that the tenant erected a building on the land.

Observe that in order to constitute a building lease, there must be a covenant to erect a building or to effect substantial structural alterations or improvements to any existing building. A mere repairing lease, notwithstanding that the repairs may be extensive, does not constitute a building lease.

One other term that awaits a precise definition is "mining leases," the costs in respect of which, it will be remembered, are not covered by the scale remuneration at all. The term has not, so far, been the subject of a judicial opinion, and one must therefore look for guidance to the wording of the head-note itself. Mining leases, in the main, are granted in consideration for a rent varying with the quantity of minerals won from the soil, and the element of speculation therefore precludes the possibility of the costs being determined by reference to a scale. Hence the exclusion of the costs of mining leases from Pt. II of Sched. I.

Mining leases may be defined broadly as any lease where the consideration for the use of the land is expressed to be dependent, in whole or in part, on the quantity of minerals periodically taken from the land, the word minerals being used in a very broad sense and being deemed to include all that which is inherent in or is on the land when the lease is granted, such as coal, iron, clay and the like, the acquisition of which need not necessarily depend on mining operations in the popular sense.

Before turning to the other points that call for consideration it may be observed that the scale remuneration will be applicable even in the case of an agreement for a lease, and, in fact, Chitty, J., held in the case of *In re Negus* [1895] 1 Ch. 95, that an agreement of tenancy under hand for three years was a lease or an agreement for a lease, and that the scale remuneration accordingly applied. Following that decision, it would seem that the charges in respect of any tenancy agreement under hand for a period of less than three years should be made out according to Sched. I, Pt. II. Reference may also be made to the case of *White* v. *Joy* (1916), 60 Sol. J. 480, in support of this view, for in that case an agreement for one year was regarded as a lease for the purpose of considering the application of the scale remuneration. So far as we are aware, however, this practice is not universally adopted, and it is more common for the charges in respect of an agreement under hand to be made out in detail according to Sched. II.

The scale remuneration covers the lessor's solicitor's charges for preparing, settling and completing the lease; and the lessee's solicitor's charges for perusing and completing the lease. It will have been observed that the scale under Pt. I of Sched. I provides remuneration for negotiating a sale or purchase of property. No such provision is made under Pt. II in respect of leases, so that one can take it that the "lease" scale is deemed to cover all negotiations with the parties. This view is the one adopted by the Court of Appeal in the case of *In re Field* (1885), 29 Ch. D. 608.

The scale, however, only covers negotiations which lead up to a completed lease, so that where a solicitor is engaged in a number of abortive negotiations before he succeeds in leasing the property, he is entitled to charge in detail under Sched. II for such abortive negotiations: see *In re Martin* (1889), 41 Ch. D. 381, in addition to his scale remuneration for the lease.

Company Law and Practice.

Winding up subject to the Supervision of the Court.—II.

Last week I was discussing the cases in which the discretionary power of the court to order that a voluntary winding up be continued subject to supervision will or will not be exercised. I observed then that few supervision orders are made to-day, but indicated in a general way the advantages which it might in a particular case offer to a voluntary winding up. I want this week to consider the effect of a supervision order and more particularly to compare the incidents of a winding up subject to supervision with those of an ordinary voluntary winding up.

The first point to be noticed is that where a voluntary winding up is continued subject to supervision, the date of commencement of the winding up (which is a matter, as my readers are aware, which may be of great practical importance) is not the date of the presentation of the petition but the date of the resolution for voluntary winding up: see *In re Imperial Land Company of Marseilles: ex parte Colborne and Strawbridge*, 11 Eq. 478. And this is so even if there is a petition for winding up and resolutions are passed for a voluntary winding up and an order is made upon the petition for continuing the winding up under the supervision of the court. Consequently, where a supervision order is made in the case of an insolvent company, interest on debts will cease to run from the date of the resolution for voluntary winding up.

By s. 257 of the Companies Act, 1929, a petition for the continuance of a voluntary winding up subject to supervision is for the purpose of giving the court jurisdiction over actions to be deemed a petition for winding up by the court. If we look at s. 172 we see that the effect is that after the presentation of the petition for a supervision order and before any order is made the company or any creditor or contributory may apply to the court to stay proceedings in any pending action against the company. We shall see later that s. 260 (2) makes the actual order equivalent, except for certain purposes,

to a compulsory order and the result is that after the order has been made s. 177 operates to prevent any action being proceeded with or commenced against the company except by leave of the court; this, as I suggested last week, may in certain cases be a relevant consideration in determining to petition for a supervision order.

Next, s. 258 makes a winding up subject to supervision equivalent to a winding up by the court for the purposes of ss. 173 and 174. That is to say, any disposition of the property of the company and any transfer of shares or alteration in the status of the members of the company made after the commencement of the winding up are void, and (s. 174) any attachment, sequestration, distress or execution put in force against the company's property after the commencement of the winding up is also avoided. It will be observed that for the purposes of the provisions of these sections the relevant date is the commencement of the winding up, and this, as we have already seen, is the date of the passing of the resolution for voluntary liquidation.

Next, as to the appointment of a liquidator. Section 259 (1) empowers the court, where an order is made for a winding up subject to supervision, either by that order or any subsequent order, to appoint an additional liquidator. In the absence of an order to the contrary, the existing liquidator will continue in office, jointly with any additional liquidator appointed by the court, or alone if no such additional liquidator is appointed. In one case—*In re London Quays and Warehouses Company*, L.R. 3 Ch. App. 394—no liquidator was appointed at the meeting at which the resolution for voluntary winding up was passed, and it was held by the Court of Appeal that in such a case the court had the jurisdiction and the obligation to appoint a liquidator. In the same case the appointment of an additional liquidator (proposed by a large body of shareholders) was refused on the ground that, in view of the antagonism between the parties, there would be constant dissensions and disagreements between the liquidators, whilst if two additional liquidators were appointed the original appointee of the court would be outvoted and reduced to silence. It may be noted that where the court does appoint an additional liquidator he will be required to give security, even though no security has been required from the voluntary liquidator: see *In re Hampshire Land Company* [1894] 2 Ch. 632.

Section 256 (3) empowers the court to remove any liquidator it appoints or any liquidator continued under the supervision order, and it can also fill any vacancy caused by the removal, or by death or resignation.

If, where a supervision order has been made, a liquidator is appointed by the court, he is to have the same powers, be subject to the same obligations, and generally stand in the same position as if he had been duly appointed in a voluntary winding up. So that, subject to certain qualifications as to the exercise of his powers, which I shall shortly mention, a liquidator appointed by the court in a winding up subject to supervision has the powers of a voluntary liquidator (as to which see s. 248). His position in this respect is therefore the same as that of a voluntary liquidator appointed before the order. And any liquidator after a supervision order has been made may, with two qualifications, exercise all his powers without the sanction or intervention of the court in the same manner as if the company were being wound up altogether voluntarily (s. 260 (1)).

The two qualifications are these. First, the court itself may impose restrictions on the exercise of his powers by a liquidator in a winding up under supervision. In *In re London Quays and Warehouses Company*, L.R. 3 Ch. App. 394, the court appointed a liquidator in a winding up subject to supervision "to conduct the winding up of the company subject to such restrictions as an official liquidator would in a compulsory winding up be subject to, except so far as the court may, upon an application for that purpose, modify or dispense with such restrictions in any case or class of cases." In *In re Watson & Sons, Ltd.* [1891] 2 Ch. 55, Chitty, J., pointed out that the court can, by the exercise of its jurisdiction to impose restrictions on the exercise of a liquidator's powers, turn a winding up under supervision almost into a winding up by the court. In that case the court ordered that the liquidator should not exercise his powers without the sanction of named persons nominated by the company's creditors.

The other qualification on the exercise of his powers by a liquidator in a winding up under supervision is that he must first get the sanction of the court (or, where before the order the winding up was a creditors' voluntary winding up, the sanction of either the court or the committee of inspection) before he can exercise the powers specified in s. 191 (1), paras. (*d*), (*e*) and (*f*), viz., his powers to pay any class of creditors in full, to enter into compromises with creditors and to comprise calls and debts owing to the company.

Subject to these two qualifications a winding up under supervision is, from the point of view of the liquidator in the exercise of his powers, an ordinary voluntary winding up, and this, I need hardly say, is a matter of great practical importance. It is from the point of view of this practical result—the nature of the liquidator's powers and his exercise thereof—that one is entitled to say—speaking in a very general way—that a winding up under supervision is more akin to a voluntary winding up than to a winding up by the court. Sub-section (2) of s. 260 of the Act provides expressly that a winding up subject to the supervision of the court is not a winding up by the court for the purpose of the provisions of the Act set out in the 9th Sched. If one turns to that schedule one finds that altogether twenty-three of the sections of the Act applicable to an ordinary compulsory winding up are not to apply to a winding up under supervision. Naturally enough, in view of what we have already seen to be the position of liquidators in a winding up under supervision, most of the provisions of the Act relating to liquidators in a compulsory winding up are excluded from application to a winding up subject to supervision. Equally, the provisions relating to committees of inspection in a compulsory winding up are excluded, though there is a saving exception here, for the Act provides that where the order for winding up subject to supervision was made in relation to a creditors' voluntary winding up in which a committee of inspection had been appointed, the provisions of s. 199 of the Act (except sub-s. (1)) are to apply as if the order had been one for winding up by the court. That section makes provision for the meetings and proceedings of the committee of inspection and for the resignation and removal of its members and the filling of vacancies, but its provisions are in any event the provisions applicable to a committee of inspection in an ordinary creditors' voluntary winding up (see s. 240 (2)).

Finally, the Act provides that subject to the provisions as to the powers of a liquidator in a winding up under supervision and subject to the express exclusion of the sections of the Act specified in the 9th sched. "an order for a winding up subject to supervision shall for all purposes be deemed to be an order for winding up by the court." But, as I have suggested, the importance of the matters in which a winding up under supervision differs from a winding up by the court is such that, looking at the position as a whole, it is not unfair to say that a winding up under supervision approximates more closely to an ordinary voluntary winding up: the more important practical differences between the two I mentioned at the beginning of last week's article.

Mr. H. Mordaunt Rogers, past president of the Auctioneers' and Estate Agents' Institute, delivered the fifteenth of his series of papers on artistic matters on the 2nd April. It consisted of a description of stained glass in churches and other buildings, the paper being based on his own observations in various places.

A Conveyancer's Diary.

Vested or Contingent Estates. The Rule in *Phipps* v. *Ackers*.

I WROTE in our issue for 15th February upon the presumption in favour of immediate vesting of devised real estate with especial reference to the recent case of *Bickersteth* v. *Shanu* [1936] W.N. 31; 80 SOL. J. 164. I propose this week to draw attention to a rule of construction which applies so as to make vested estates which upon the face of the devise would appear to be contingent apart from the presumption which generally arises.

The rule of construction generally known as the rule in *Phipps* v. *Ackers*, at first sight at any rate, seems to be contrary to the expressed intention of the testator in those cases in which it is applied. It may be doubted whether, if the matter were at large, the construction involved in the rule would be adopted in these days, but it is so well established by authority that it cannot now be called in question.

The rule is stated in "Hawkins on Wills," 3rd ed., p. 286, as follows: "If real estate be devised to A, 'if' or 'when' he shall attain a given age with a limitation over in the event of his dying under that age, the attainment of the given age is held to be a condition subsequent, and not precedent, and A takes an immediate vested estate subject to be divested upon his death under the specified age. And if the devise be to A if or when he shall attain a given age with a limitation over upon his death under that age without issue, A takes a vested estate, defeasible only in the event of his death without issue under the specified age."

The facts in *Phipps* v. *Ackers* (1842), 9 Cl. & F. 583, were that a testator gave all his real and personal estate to trustees and as to his lands at W, which he held in fee simple, he directed that his trustees should stand seised thereof in trust to convey the same to G.H.A., "when and as soon as he should attain the age of 21 years" but in case he should die before he attained that age without leaving issue of his body, then that the said lands at W given and devised to him should sink into the residue of the testator's real and personal estate, and he gave the residue to J.C. At the testator's death G.H.A. was only twelve years of age.

It was held that an equitable estate in fee simple in the lands at W vested in G.H.A. immediately on the testator's death, liable to be divested in the event of his dying under twenty-one without leaving issue of his body.

With reference to that decision, it is said in "Jarman on Wills," 7th ed., p. 1350: "This decision is generally treated as the leading case on the question; the principle on which it was decided is, that the gift over in the event of the devisee dying under twenty-one shows the meaning of the testator to have been, that the first devisee should take whatever interest the party claiming under the gift over is not entitled to, which gives the first devisee the immediate interest, subject only to the chance of its being divested on a future contingency."

Then the learned editors add: "The rule applies to personal property and to residuary gifts." In fact, at the time that was written there was no authority for saying that the rule applied to a gift of pure personalty.

In "Hawkins on Wills" it is stated with reference to a devise of this kind that "the court has discovered an intention expressed in the will, that the first devisee shall take all that the testator has to give, except what he has given to the devisee over; and in order to give effect to that intention, has held by force of the language of the will that the first devise was not contingent, but vested, subject to be divested upon the happening of the event upon which the property was given over."

The rule then, as originally laid down, applied only to a devise of real estate, but in *Finch* v. *Lane* (1870), L.R. 2 Eq. 736, it was held that it was applicable when there was a mixed gift of realty and personalty.

In that case the facts were that by his will a testator gave real and personal estate to M.H., her heirs, executors, administrators and assigns absolutely if she should be living at the death of the testator's wife; but in case M.H. should die in the lifetime of the testator's wife without leaving issue her surviving, then over.

It was held that M.H. took an absolute interest liable to be divested only in the event of her death in the lifetime of the testator's widow without leaving issue.

So the will was held to extend to a mixed fund, but it was not until quite recently that it was applied by the court to a gift of personalty.

The case on that point is *Re Heath*, *Public Trustee* v. *Heath* [1936] 1 Ch. 259.

By his will the testator gave £5,000 to E.L.H. if she should be living at the date of the death of the survivor of himself and his wife and should attain the age of twenty-one years or marry under that age, and proceeded: "In case the said E.L.H. predecease me or shall survive me but shall not attain the age of twenty-one years or marry under that age, then . . . I give the said legacy of £5,000 to L.K.B." E.L.H. survived the testator and his wife but was under the age of twenty-one and unmarried.

The question really was whether the income of the legacy of £5,000 was available for the maintenance of E.L.H. If the legacy were vested then maintenance could be allowed out of the income, but if it were contingent, that could not be done.

Farwell, J., held that the rule in *Phipps* v. *Ackers* applied, and that consequently E.L.H. had a vested interest.

At the commencement of his judgment the learned judge said: "Apart altogether from authority, I think that anyone looking at the terms of the gift itself would not hesitate long before they said that it was a contingent gift; it looks from the language used as though that was what the testator intended, and that it ought to be so construed." Then after reviewing the authorities with especial reference to *Phipps* v. *Ackers* and *Finch* v. *Lane*, his lordship said: "I confess I am unable to find any logical reason for saying that the rule" (that is, the rule in *Phipps* v. *Ackers*) "applies to a gift of realty and to a gift of mixed realty and personalty, but not to a gift of pure personalty. No doubt in some respects different considerations apply to devises of real estate and gifts of pure personalty, but in a case of this kind there does not appear to be the smallest reason for saying that the rule in *Phipps* v. *Ackers* does not equally apply in both cases. In my judgment it is impossible not to come to the conclusion that that rule, applicable as it undoubtedly is to realty, applicable as it undoubtedly is to a mixed gift of realty and personalty, is also applicable to a gift of personal estate."

It must be remembered, however, as the learned judge indicated, that the rule in *Phipps* v. *Ackers* is a rule of construction only, and therefore a rule which, whether the gift be of real estate or of real and personal estate, may be excluded if it appears from the will itself that the *primâ facie* rule of construction was not intended to apply. The will must, therefore, be looked at as a whole, in each case, to see whether there is anything to exclude in it which shows that the testator did not intend the rule to apply.

Farwell, J., expressed the view that the whole basis of the rule is that there is a gift over, and that if there is no gift over the rule cannot be applied, and a gift on such terms as those in *Re Heath* and the other cases to which I have referred will be contingent, not vested.

There have, however, been cases where an apparently contingent gift has been held to be vested (and liable to be divested on the happening of the contingency) where there was no gift over.

Thus, in *Simmonds* v. *Cock* (1861), 29 Beav. 455, there was a devise of real estate to A for life, and after his decease to B and C and D and E (an infant) "provided she lives to

attain the age of twenty-one years." It was held that this was a condition subsequent and the tenant for life having died during the minority of E, that E was entitled to her share in the rents until she attained twenty-one.

Again in *Andrew* v. *Andrew* (1875), 1 Ch. D. 410, a testator devised lands to T during his natural life and from and after his decease unto his eldest son if he should have arrived at the age of twenty-one years, and in default of his having a son then over. T died having an eldest son a minor. It was held by the Court of Appeal that on the death of T the eldest son took an estate in fee, liable to be divested on his death under the age of twenty-one years, with an executory devise over in that event to T in tail. There was a devise over in that case but not upon the happening of the contingency of T's eldest son dying under the age of twenty-one, but only upon his having no son.

These cases, however, do not seem to have turned upon the application of the rule in *Phipps* v. *Ackers*, but upon the construction which the court put upon the language employed apart from that rule the *ratio decedendi* of which necessarily requires that there should be a gift over and I think an express gift over.

Landlord and Tenant Notebook.

Derogation from Grant of Residential Property.

A TENANT of a dwelling-house or flat is aggrieved by the doings of new neighbours, tenants of the same landlord: can he (apart from the express terms of his lease) find some legal remedy against his landlord?

The proposition and the question are wide. The answer involves an examination of the doctrine that a grantor must not derogate from his grant, the application of which may not be an easy matter. Take this problem: A street consists of houses all belonging to the same landlord, and each let as a private dwelling and not to be used otherwise. One tenant tells the landlord that unless he can sub-let part he will be unable to pay his rent. The landlord, alive to the theoretical and practical limitations of distress and judgments, and doubtful whether, if he forfeited the lease, he would readily find another and more substantial tenant, consents. Then another tenant makes a similar and equally successful application. In short, "the neighbourhood begins to go down." Have other tenants any redress? Or this problem: A tenant in a house already let out in flats finds that the flat below him has been let to a club. He objects to the noise and to the character of the new undertaking. Has he a remedy against the landlord?

There is no case exactly in point. But, by applying certain authorities, one can get very near to what the answers are likely to be. Taking derogation from grant to include any act which will render the subject of the grant unfit, from a reasonable point of view, for the purpose for which it was granted (*Cable* v. *Bryant* [1908] 1 Ch. 259, at p. 265), I would suggest as a first step a perusal of the judgment of Parker, J., in *Browne* v. *Flower* [1911] 1 Ch. 219. In that case the plaintiffs, holding a flat under a lease which prohibited nuisance to neighbours, complained of the sub-division of an adjoining flat, plus the construction of an outside staircase (as part of the plan) which obstructed the view from their windows, to some extent diminished the flow of light thereto, and enabled its users to see directly into their rooms. Now there are two passages in the judgment which give us at least a general idea of where we are in such cases. "The implications usually explained by the maxim that no one can derogate from his grant do not stop short with easements. Under certain circumstances there will be implied on the part of the grantor or lessor obligations which restrict the user of the land retained by him further than can be explained by the implications of any easement known to the law. Thus, if the grant or demise be made for a particular purpose, the grantor or lessor comes under an obligation not to use the land retained by him in such a way as to render the land granted or demised unfit or materially less fit for the particular purpose for which the grant or demise is made." And his lordship then cited illustrative cases of particular businesses being so interfered with. So far, all looks well for the tenants whose position I have visualised. But later comes a warning note: the limit has been reached. "Indeed, if the implied obligations of a grantor or lessor with regard to land retained by him were extended beyond this, it is difficult to see how they could be limited at all." And the learned judge then instanced some complaints which the doctrine would not necessarily touch: such as interference with prospect, with privacy; noise; interference with comfortable enjoyment; diminution of value; destruction of amenities.

The plaintiffs failed in the above case; but it is not on all fours with those suggested. Its pertinence is that it tells us of a line to be drawn, and roughly where, if it does not draw it.

The next authority which we can usefully consult is *Hudson* v. *Cripps* [1896] 1 Ch. 265. This was a case in which the tenant of a large block of flats, each let under agreements regulating in great detail the obligations of each tenant towards his neighbours as well as towards the lessors, and each prohibiting the use of the premises otherwise than as a private dwelling, found that the lessors had obtained possession of all the rest of the block and proposed to convert it into a club. An injunction was granted to her. The position of the second tenant whose complaint I am dealing with is similar: but there is a difference of degree which must not be lost sight of, having regard to the possibilities in the matter of the line to be drawn. It should be noted that while in *Browne* v. *Flower* the absence of covenants for mutual benefit negatived a "scheme," the existence of any "scheme" was held to be immaterial in *Hudson* v. *Cripps*.

But, finally, there is much useful authority in the judgments in *Jaeger* v. *Mansions Consolidated Ltd.* (1903), 87 L.T. 690, C.A., a case which would help us even more if it had been fought out: the proceedings reported deal with an attempt by the defendants to get the statement of claim struck out as disclosing no cause of action. It may be that when this failed the action was settled; if not, I can find no report. The plaintiff here was again a tenant of a flat in a large block; the agreement contained a covenant by which she undertook not only not to permit the use of the premises for unlawful or immoral purposes, but "to contribute as much as possible towards the respectability of the building." There were also covenants restricting user to that of a private dwelling-house, and against annoyance, etc. Her grievance was that the adjoining flat was used as a brothel. The Court of Appeal took the opportunity of approving *Hudson* v. *Cripps*, *supra*. The allegations, they held, amounted to allegations of nuisance and a state of affairs incompatible with the scheme as manifested by the terms of the tenancy. This in itself would not suffice to make the landlords liable: it must be shown that they authorised the matters complained of. But, as evidence might be adduced, such as receipt of rent and failure to deal with complaints made, of their so having authorised the evil, the statement of claim should not be struck out.

Between them, these authorities may furnish guidance to those faced with the problem of the tenant objecting to his landlord's other tenants. The position of the man in the "neighbourhood that is going down" is the more difficult one; it is clear that the grievance is one for which the landlord may be to blame—indeed, some of the law reports of recent years testify to the successful efforts of at least one landlord to keep high-class residential property high-class residential property. But whether letting to people of a different class could amount to an act rendering the subject of the older letting materially less fit for the purpose of residence, or would merely constitute loss of amenity, might well be a delicate

matter; and the process of "going down," though it may be swift, is always gradual, so that the right moment would have to be chosen. But the other hypothetical case, that of a tenant of a floor who finds the other floors converted to non-residential user which interferes with his reasonable enjoyment of his premises as a dwelling, is simpler. Once he can show that the circumstances of the grant, including the terms of his tenancy and the nature and then user of the property, were such that no such change was contemplated, he should be able to establish actionable derogation therefrom.

Our County Court Letter.

THE LIABILITIES OF REPERTORY COMPANIES.

In a recent remitted action at Cardiff County Court (*Edgar Wallace, Ltd.* v. *Taylor and Morgan*) the claim was for £33 11s. 8d. as royalties in respect of performances of "The Case of the Frightened Lady" at the Prince of Wales Theatre. The case for the plaintiffs was that an application for permission had been received on paper headed: "Cardiff Repertory Theatre, Windsor Place, Cardiff; secretary, Dennis H. Morgan." This was signed by the first defendant, over the words "General Manager." A further letter was headed "Prince of Wales, Cardiff's Repertory Theatre, St. Mary Street, Cardiff. General Manager, Arnold Taylor; secretary Dennis H. Morgan, F.C.A." The play was performed from the 11th to the 16th March, 1935, but no royalties were paid, and a writ was issued against the defendants, on their own behalf and on behalf of the other members of the Cardiff Repertory Society. The first defendant did not appear, and the second defendant contended that the society had no interest in the matter, as the play was produced by the Cardiff Repertory Theatre, Ltd. The plaintiffs pointed out that this company was not formed until the 20th March, but was wound up in August, and the second defendant had 200 shares. His Honour Judge Thomas held that the fact of the second defendant's name being on the notepaper did not render him liable. He had merely acted as secretary of the society, and had not held himself out as responsible for the production of the play. Judgment was given in his favour, with costs on Scale B, and in favour of the plaintiffs against the first defendant, who had conducted the correspondence and was the prime mover in the matter.

THE TITLE TO CHALLENGE CUPS.

In *Mott* v. *Timmis*, recently heard at Birmingham County Court, the claim was against the secretary of the Railway Tavern Angling Society for the specific return of a challenge cup, or £20, its value. The plaintiff had been a successful competitor in a fishing competition in the Severn, near Shrewsbury, in October, 1935. Having also previously won, in 1934, he contended that he was entitled to the permanent possession of the cup. The plaintiff was allotted No. 12 peg, in 1935, but the state of the river made it impossible to fish from Nos. 11 and 12, without one angler fouling the other's line. As No. 13 was vacant, the plaintiff moved there, and was declared the winner at the end of the competition. The committee subsequently called for an explanation as to why the plaintiff moved, and, although they reprimanded him, the award of the trophy was confirmed. Delivery had since been refused, on the ground that any member was disqualified by leaving his peg—unless called upon to land a fellow-competitor's fish. The defence was that a general meeting (by which the plaintiff had agreed to be bound) had decided by ballot that the rule of the society should be enforced. This agreement was denied, but His Honour Judge Dyer, K.C., held that the plaintiff had agreed to abide by the decision of the meeting. Judgment was therefore given for the defendant, with costs.

THE CONTRACTS OF DOCTORS.

In *Browne-Carthew* v. *Divecha*, recently heard at Westminster County Court, the claim was for £22 1s. as damages for breach of contract. The plaintiff had agreed, through a medical agency, to act as *locum tenens* in a practice at Salford. On arrival, however, the plaintiff was informed that, owing to his being aged eighty, he was not considered physically fit to do the necessary amount of walking in the practice. The defendant contended that, if the plaintiff had said he could do the work, he would have been given the opportunity. The agency were also only authorised to engage a younger man. His Honour Judge Dumas held that the agency was authorised to engage a *locum tenens*, and that the defendant had formed a wrong impression of the plaintiff's capabilities. Judgment was given for the plaintiff for £18 4s. and costs.

Land and Estate Topics.

By J. A. MORAN.

Sir Reginald Clarry's Bill to amend the law relating to auctioneers, house agents and valuers, for the protection of the public against abuses, was presented to Parliament on the 1st of April. But in view of the fact that the proposals embodied in the measure, which are said to have been extremely controversial, had not been submitted to the Auctioneers' and Estate Agents' Institute or any of the other professional bodies, it is difficult to see what chance the Bill has of reaching the statute book. Many leading auctioneers regard it as a good-natured jest that is calculated to expedite the work of drafting a satisfactory Bill based on the recommendations made last year by a Select Committee of the House of Lords appointed to examine the present system of licensing.

The good market was well maintained right up to what might be considered the commencement of the Easter holiday. It is common knowledge that a vast amount of capital awaits long-term investment; and what better outlet exists either at home or abroad just now than the type of property that came to the hammer during the last few weeks. On one day, recently, the precincts of the London Auction Mart were so congested that a visitor more familiar with conditions in Throgmorton-street might have been reminded of the Stock and Share Market at its best.

This satisfactory state of affairs promises well for the spring season when the large rural residential estates will come into the picture.

Many owner-occupiers in the suburban housing estate at Harraby, Carlisle, protested against the proposal of the corporation to build, in the vicinity, 750 houses to accommodate 2,000 people from condemned areas. When the protest was discussed at a city council meeting, a Labour member declared it was "pure, unadulterated snobbery." But it is only natural for people who bought houses for their own occupation to view with alarm a probable falling-off in values.

Building societies appear to be following a varying policy with regard to the acceptance of deposits. As is well known, deposits rank ahead of the share capital of the building society, being debts of the society, which must be repaid according to the terms agreed as between the society and the depositor when the deposit is accepted. Consequently, if the society owes an unduly large amount to depositors who are in a position to demand the return of their money, at short notice, a difficult position might arise in the event of a financial crisis or temporary events creating a lack of confidence.

An extraordinary general meeting of the members of Lloyds' have confirmed the action of the Committee in entering into an agreement with R.M. Realisation Co. to purchase the freehold site and building in Leadenhall-street,

known as Royal Mail House, which adjoins Lloyd's building. When Lloyd's, in 1923, decided to move from the Royal Exchange, they acquired part of an island site, covering about 1½ acres, upon which formerly stood East India House. On the remainder of the site Royal Mail House was built to provide a home under one roof for all lines associated with the Royal Mail Steam Packet Co. The whole of the island site now passes into the possession of Lloyd's.

Mr. F. A. Whitlock, of Edmondscote Manor, Leamington, wants someone to put him in touch with an uninhabited place or house in North Devon or Wales which is locally reputed to be haunted by a ghost or any other manifestation.

I am sorry I cannot oblige him, but I happen to know of many places that are worth investigating. For instance, in a Reigate sale-room a few days ago, if we are to believe one of the daily press chroniclers of real estate transactions, "extraordinarily active bidding was seen." Being of a rather sensitive nature I would much prefer to have heard it.

At least one landowner is not content to sell his plots, in Cheshire, for building purposes in the usual way. In his schedule of building are seventeen rules, and fourteen of these are directed to the actual appearance of the houses. These are bad enough; but when it comes to dictating the kind of hedge one grows in one's own garden, the fat gets mixed up with the fire, and the sooner the rules are revised, the better.

Mr. Mordaunt Rogers, the literary Past-President of the Auctioneers' and Estate Agents' Institute, has been telling his colleagues a lot more about glass, and not a little about the saintly figures represented in church windows. The subject appears to be one of enthralling interest.

Obituary.

Mr. J. M. BECK.

Mr. James Montgomery Beck, formerly Solicitor-General of the United States, died on Sunday, 12th April, at the age of seventy-four. Mr. Beck was called to the Bar in Philadelphia in 1884, and he was called to the English Bar by Gray's Inn in 1923. He was Solicitor-General of the United States from 1921 to 1925. He retired from active practice in 1927.

Mr. S. W. B. COLERIDGE.

The Hon. Stephen William Buchanan Coleridge, Clerk of Assize on the South Wales Circuit since 1890, died at Chobham on Friday, 10th April, at the age of eighty-one. The second son of the former Lord Chief Justice and brother of the late Mr. Justice Coleridge, he was educated at Trinity College, Cambridge, and was called to the Bar by the Middle Temple in 1886. He was one of the founders of the National Society for the Prevention of Cruelty to Children in 1884.

Mr. A. W. GOODMAN.

Mr. Alfred William Goodman, Barrister-at-law, of The Cloisters, Temple, died on Friday, 10th April. Mr. Goodman was called to the Bar by Gray's Inn in 1905, and practised on the South-eastern Circuit. He was for some time a member of *The Times* law reporting staff.

Mr. H. J. TURRELL.

Mr. Harry Joseph Turrell, Barrister-at-law, Recorder of Banbury, died on Friday, 10th April, at the age of seventy-two. Mr. Turrell was educated at Exeter College, Oxford, and was called to the Bar by the Inner Temple in 1887. He became a member of the Central Criminal Court Bar Mess, the North London Sessions, and the Middlesex Sessions. He was appointed Recorder of Banbury in 1922.

Mr. W. C. H. CROSS.

Mr. William Charles Henry Cross, retired solicitor, of Bristol, died on Saturday, 4th April. Mr. Cross, who was admitted a solicitor in 1880, was senior partner in the firm of Messrs. Benson, Carpenter, Cross & Williams, of Bristol. He was a past president of the Bristol Incorporated Law Society.

Mr. J. B. DENT.

Mr. James Bannister Dent, solicitor, a partner in the firm of Messrs. Rogers, Hudson, Hart & Dent, of Richmond, Yorkshire, died recently at Bishopthorpe. Mr. Dent was admitted a solicitor in 1902, and formerly practised at York.

Mr. R. FREE.

Mr. Richard Free, retired solicitor, of London and Birmingham, died at Eastbourne, on Saturday, 11th April, at the age of ninety-six. Mr. Free was admitted a solicitor in 1864.

Mr. T. W. GRIFFITHS.

Mr. Thomas William Griffiths, solicitor, of Newport, Mon., died recently. Mr. Griffiths, who was admitted a solicitor in 1900, had been with Messrs. Lyne & Co., of Newport, for the past fourteen years.

Mr. J. LUNGLEY.

Mr. James Lungley, solicitor, of Oxford, died on Wednesday, 8th April, at the age of seventy-three. Mr. Lungley, who was educated at Magdalen College School and St. John's College, Oxford, was admitted a solicitor in 1894.

Mr. H. C. WANKLYN.

Mr. Henry Charles Wanklyn, solicitor, of Coventry, died on Thursday, 9th April, at the age of eighty-six. Mr. Wanklyn who was admitted a solicitor in 1885, was Town Clerk of Colchester from 1884 to 1926.

To-day and Yesterday.

Legal Calendar.

13 April.—On the 13th April, 1855, Charles King was tried at the Old Bailey on several charges of receiving stolen goods. The case was sensational, for he was a plain clothes police officer, and the evidence disclosed that for years he had systematically trained little boys as pick-pockets. One child of thirteen, serving a sentence of two years' imprisonment, revealed how in good times he had sometimes picked pockets to the tune of £100 a week and on his share had gone to the theatres and even kept a pony to ride in the parks. He told how on their first expedition to the Serpentine during the skating he had stolen a purse which the prisoner had hidden in a tree. The finding of the very purse sealed King's doom. He was convicted and sentenced to fourteen years' transportation.

14 April.—On the 14th April, 1635, Sir John Bramston was appointed Chief Justice of the King's Bench. He remained till 1642.

15 April.—On the 15th April, 1763, the Sessions ended at the Old Bailey when "two for stealing malt from a lighter in the Thames, one for shooting a person on the highway, one for stealing a silver tankard out of a public house, one for robbing a man of a quantity of isinglass at his own door, a woman for decoying another out of her lodgings under pretence of providing for her and then stripping them of all the furniture, and one for forgery, received sentence of death." Three were executed. One, who was respited on condition that he should allow his leg to be cut off so that a new stiptic might be tried on it died before the experiment.

16 April.—James Hackman was a romantic young infantry officer who, while a guest at the house of Lord Sandwich, fell violently in love with Margaret Reay, his mistress. For years they carried on an affectionate correspondence even after he had taken Holy Orders and obtained a living. In the end, estrangement came, and he, falling into a frenzy, shot her dead as she was getting into her coach outside Covent Garden Theatre and then tried to kill himself. He was tried for murder before Blackstone, J., at the Old Bailey on the 16th April, 1779, and sentenced to death.

17 April.—On the 17th April, 1700, Lord Chancellor Somers resigned the Great Seal by the King's special order. He was one of the undertakers who had procured the notorious Captain Kidd his commission, equipped his ship, and who were jointly interested in such ships as he might capture from the pirates. When he turned pirate himself, the undertakers were denounced as aiders and abettors of piracy and though a motion in the Commons attacking the Chancellor was defeated, the majority was so small that the King thought it best to sacrifice his minister.

18 April.—The duties of Master of the Rolls, increased by additional responsibilities as Speaker of the House of Lords during the illness of Lord Cottenham, proved too much for Lord Langdale. When he was offered the Chancellorship in May, 1850, he felt obliged to decline it, though he consented to act as head of the commission holding the Great Seal. This finally destroyed him. Ten months later he resigned his offices and only three weeks after that he died at Tunbridge Wells, on the 18th April, 1851.

19 April.—On the 19th April, 1802, Sir Edward Law, newly promoted from the Attorney-Generalship to succeed Lord Kenyon as Chief Justice of the King's Bench, was raised to the peerage as Baron Ellenborough of Ellenborough, in the County of Cumberland. He took his title from a place where his mother's family had held a small estate since the reign of Henry II, and he was supposed to have chosen it as a mark of respect to her memory. But for him the high-sounding name of this small fishing village would never have been known beyond the radius of a few miles.

The Week's Personality.

Of Chief Justice Bramston, his son wrote: "He was a man of midle stature, in his youth, spare and active, in his age, not fatt nor gross, but fleshie; very temperate in diet. He was of profound judgment in the lawes, a very patient hearer of causes, free from passion or partialitie, very modest in giving his opinion and judgment, which he did usually with such reasons as often convinced those that differd from him; and the auditorie, even the learned lawyers, learnt of him (as I have heard Twisden, Wild, Windham and the admired Hales and others acknowledge often). Mainard told me lately he was the modestest Judge, not only of his tyme, but that ever he knew. He was not of boistrous courage, but stronge, and not to be wrought upon by feare or flatterie; sufficient proofes whereof he gave by refuseing imployments . . . tho' he stood impeacht, and expected ruine, for his denial." This was a reference to his refusal to accept judicial office under the Commonwealth. Another authority speaks of him as "one of deep learning, solid judgment, integrity of life, gravity of behaviour; in a word, accomplished with all qualities requisite for a person of his place and profession."

Humble Pie.

Mr. Justice Bennett concluded last term with a lesson in good manners. Having read the opening words of a petition, he observed that petitions had been presented to the Court of Chancery for some hundreds of years and that this was the first one which had not been a "humble" petition, adding that whoever was responsible for the omission had been either careless or ignorant or impudent. Possibly the draftsman was just inexperienced, like the future Lord Chancellor Cowper, who, after his first appearance in court wrote to his wife: "Upon asking the standers-by their opinion of my Performance, they only found fault that I did not interweave what I said with civill expressions enough to his Lordshipp, as 'May it please your Lordshipp' and 'I am humbly to move your Lordshipp,' and the like. But that fault will be amended for the future, and to that end you shall find me begin to practis very extraordinary civility on your sweet self." The subject of formal address also recalls that in Clayton's reports there is to be found a challenge to a jury directed by the court to commence in the form: "May it please you, Mr. Justice Barkley." The reporter calls attention to "the modesty of the judge at this time, not to direct to say, 'May it please your lordship'." Littleton Powys, J., was even more modest and was laughed at by the Bar for always commencing his judgments with "I humbly conceive."

Died in Harness.

The sudden death of Mr. Justice Wilson, a prominent judge of the King's Bench in Montreal, who collapsed in the street recently while walking to court was in the best tradition of the judges of England, which Canada inherits. There has been an almost military devotion to duty in the way so many of them have worked literally till the last moment. Lord Alvalney, C.J., collapsed while presiding in the House of Lords in place of the Lord Chancellor and died three days afterwards. Bedingfield, C.J., died suddenly while receiving the sacrament in the Chapel of Lincoln's Inn. Most dramatic of all was the end of Lord Chief Justice Campbell, who entertained a party of friends to dinner, cheerfully bade them goodnight, made an appointment with his brother-in-law, Colonel Scarlett, to meet him in two days' time, retired to his room in seemingly perfect health and died in his chair during the night. One of the great arteries near his heart had burst. Yet another judicial tragedy was the end of Mr. Justice Hayes after a lamentably short judicial career. He had a seizure while working at Westminster after hearing a case at *Nisi Prius*. Mr. Baron Hullock was on circuit at Abingdon when fatal illness suddenly overtook him. Of him it was that a sorrowing judicial brother said: "He circumscribed the ocean of the law with firm and undeviating steps."

Notes of Cases.

Judicial Committee of the Privy Council.

Hem Singh *v.* **Mahant Basant Das.**

Lord Alness, Sir John Wallis and Sir George Rankin.
23rd January, 1936.

India—Lahore—Practice and Procedure—Tribunal set up by Statute—Appeal to High Court—Whether High Court exercising Special Jurisdiction in hearing Appeal—Right of Appeal to Privy Council—Sikh Gurdwaras Act, 1925 (Punjab Act VIII of 1925), ss. 12, 34, 36, 37—Indian Code of Civil Procedure (Act V of 1908), s. 110.

Appeals from decrees of the High Court at Lahore reversing the decision of a tribunal appointed under the Sikh Gurdwaras Act, 1925, which had decided, upon an enquiry held under s. 16 of the Act, that a certain religious institution in the Lahore district should be declared to be a Sikh Gurdwara. The two appeals were brought by two different sets of persons interested in preventing the institution from being dealt with as a Sikh Gurdwara under the Act. The High Court signed a certificate that the case in their opinion fulfilled the requirements of s. 110 of the Indian Code of Civil Procedure, 1908. Before the Board, counsel for the respondents took a preliminary objection to the competency of the two appeals.

Sir GEORGE RANKIN, in delivering the judgment of the Board, said that counsel for the respondents had not disputed the proposition laid down in *National Telephone Co., Ltd.* v. *Postmaster-General* [1913] A.C. 546, at p. 552, that, when a question was stated to be referred to an established court without more, it implied that the ordinary incidents of the procedure of that court were to attach, and, further, that any general right of appeal from its decisions also attached. Counsel had, however, contended in support of the objection that, by the terms of the Sikh Gurdwaras Act, the present case was not within that principle, but that it came within *Rangoon Botatoung Co.* v. *Rangoon Collector* (1912), L.R. 39 Ind. App. 197, the position being that the tribunal whose decision was appealed from were exercising a special jurisdiction and that the right of appeal to the High Court given by s. 34 of the Act gave that court a special jurisdiction. Accordingly, the decree made by the court not having been made in the course of its ordinary jurisdiction, the provisions of ss. 109 and 110 of the Civil Procedure Code did not operate to give the parties any further right of appeal. Counsel had pointed out that, by ss. 34 (2), 36 and 37 of the Sikh Gurdwaras Act, the decision of a tribunal constituted under that Act was specially protected from interference. It was further contended that the kind of question with which, under s. 16 of the Act, the tribunal was concerned in this case, namely, a question as to the religious character of an institution, was of a very special kind, and it was urged that there was no sufficient basis for an implication that the decision of the High Court in the appeal to it was to be subject to the usual incidents by way of further appeal. Their lordships were not of opinion that the objection should be sustained. It was to be observed that the tribunal was by s. 12 (9) of the Act given the same powers as were vested in a court by the Code. Further, by s. 12 (11) of the Act, it was provided that the proceedings of the tribunal were as far as might be to be conducted in accordance with the provisions of the Code. There were a variety of other matters which might be brought before the tribunal for decision under the Act. In *Secretary of State for India* v. *Chelikani Rama Rao* (1916), L.R. 43 Ind. App. 192, the Board had had occasion to consider a case raising very much the same considerations as the present. In that case, the *Rangoon Case*, *supra*, had been considered to be explained by the fact that the proceedings there had been ostensibly and actually arbitration proceedings. In the *Secretary of State for India Case*, *supra*, there had, under a Madras Forest Act, been an appeal to a district court. No further appeal had been provided for expressly by the Act. The Board had nevertheless held that when proceedings of that special character reached the district court, that court was appealed to as one of the ordinary courts of the country, with regard to whose procedure, orders and decrees the ordinary rules of the Civil Procedure Code applied. The Board had followed that decision in *Maung Ba Thaw* v. *Ma Pin* (1934), L.R. 61 Ind. App. 158, and, in their lordships' opinion, the same reasoning applied in the present case. Having regard to the character, variety and importance of the questions to be dealt with by a tribunal under the Sikh Gurdwaras Act, and to the terms in which the right of appeal to the High Court was provided for in s. 34, their lordships were of opinion that the provisions of the Civil Procedure Code with reference to appeals to His Majesty applied to decrees of the High Court made under s. 34 of the Sikh Gurdwaras Act. The preliminary objection must accordingly be overruled. Their lordships had not had occasion to consider, and did not decide, whether the same conclusion could be reached in the case of appeals brought to the High Court under ss. 106 and 142 of the Act.

COUNSEL: *A. M. Dunne*, K.C., and *C. J. Colombos*, for the appellant; *Leslie De Gruyther*, K.C., and *V. K. Krishna Menon*, for the respondents.

SOLICITORS: *Hy. S. L. Polak & Co.*; *Nehra & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Renouf *v.* Attorney-General for Jersey.

The Lord Chancellor, Lord Thankerton, Lord Maugham, Sir George Lowndes and Sir Sidney Rowlatt.

27th, 28th February, 2nd, 3rd March and 6th April, 1936.

JERSEY—PRACTICE AND PROCEDURE—RIGHT OF APPEAL IN CRIMINAL MATTERS—CONVICTION FOR MANSLAUGHTER BY ROYAL COURT OF JERSEY—PREROGATIVE OF HIS MAJESTY TO ALLOW APPEAL.

Appeal, by special leave, against a conviction, dated the 8th November, 1934, in the Royal Court of Jersey, of manslaughter, and a sentence of twelve months' imprisonment with hard labour.

The indictment charged the appellant, Renouf, with having at St. Helier driven his motor-car at a dangerous speed and with having, by his imprudence, want of skill or criminal negligence, collided with one, Whiting, and inflicted injuries upon him which caused his death. The ground of appeal was that the bailiff who tried the case had misdirected the jury as to the degree of negligence necessary to constitute the offence of manslaughter. Before the Board proceeded to hear the appeal upon its merits, the respondent contended that the decision of the Royal Court of Jersey in a criminal case was final and not open to question or appeal even with the special leave of His Majesty in Council.

LORD MAUGHAM, giving the judgment of the Board, said that there were two entirely distinct questions for consideration: first, whether special leave to appeal from the verdict and sentence could properly be given in this or any other criminal case from Jersey; and, secondly, whether, if the answer was in the affirmative, the present appeal from verdict and sentence was within the class of exceptional circumstances in which their lordships could advise His Majesty to intervene. It seemed to their lordships beyond doubt that there was no right of appeal from the decision of the Royal Court in a criminal case to His Majesty in Council, using the term "right of appeal" in its proper sense. Jersey had its own constitution and was governed by its own laws; it was not a colony. There was no trace in any legislation or in any authoritative work of a right of appeal in a criminal case. The question, however, of the power of the King to admit an appeal in such a case as an act of grace gave rise to very different considerations. The discretion of the King in Council to grant special leave to appeal had been described as the prerogative right, and there was a whole body of authority tending to show that that prerogative right could only be taken away by the express words or the necessary intention of a statute or other equivalent act of State. A short account of the way in which the different methods of reaching the Sovereign as the fountain of justice—namely, by appeal as of right and by appeal after special leave obtained, had grown up, would be found in *Nadan* v. *The King* [1926] A.C. 482, at p. 491) and *British Coal Corporation* v. *The King* [1935] A.C. 500, at p. 511). Having reviewed at length all the relevant historical documents, his lordship went on to say that, on consideration of all the various matters to which their lordships had been referred, the conclusion must be that there was no Order in Council, charter or other instrument of authority from which it could be inferred that the King's prerogative to allow an appeal, if so advised, had been taken away in criminal matters. The cases in which the Board ought to advise His Majesty to exercise his prerogative in a criminal case were of a rare and exceptional character, but that the prerogative still existed was, in the opinion of their lordships, beyond doubt. With regard to the appeal itself, the undisputed evidence was sufficient to justify a conclusion by the jury that the car was being driven with gross negligence and to the danger of the public. Their lordships were far from saying that the summing up in question was not open to criticism, and they were not to be taken as expressing any opinion as to the course which would, or might, be taken in a

general Court of Criminal Appeal if such a summing up were before them. The peculiar and special constitution of the Royal Court, and the curiously fluid state of the criminal law of Jersey, afforded reasons for hesitating to interfere with a verdict on the ground of a summing up alleged to be objectionable. It was unnecessary to repeat the well-known observations of Lord Watson in relation to a review of criminal proceedings before the Privy Council in *In re Dillet* (12 App. Cas. 459). On a careful review of the facts in the present case, their lordships were unable to come to the conclusion that there had been here a violation of legal principles resulting in grave and substantial injustice, and they must accordingly humbly advise His Majesty that the appeal should be dismissed.

COUNSEL: *Richard O'Sullivan*, K.C., and *Theobald Mathew*, for the appellant; *The Attorney-General* (then Sir Thomas Inskip, K.C.), *Kenelm Preedy* and *J. P. Ashworth*, for the respondent.

SOLICITORS: *Charles Russell & Co.*; *The Treasury Solicitor.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Brooks Wharf and Bull Wharf, Ltd. *v.* Goodman Bros.

Branson, J. 7th, 10th February, 1936.

CUSTOMS AND EXCISE—BONDED WAREHOUSE—GOODS STOLEN FROM—DUTY PAID BY WAREHOUSEMAN—WHEN DUTY DUE—LIABILITY OF IMPORTER OF GOODS TO INDEMNIFY WAREHOUSEMAN—CUSTOMS CONSOLIDATION ACT, 1876 (39 and 40 Vict., c. 36), ss. 82, 85, 87.

The plaintiffs were a firm of bonded warehousemen. In August, 1934, they entered into an agreement with the defendants to warehouse certain goods of the defendants and to undertake the usual obligations of a bonded warehouseman with regard to them. The defendants agreed, as consideration for the agreement, to pay 1 per cent. of the value of the goods to be stored. The value of the goods in question was £4,119, the duty due upon them being £824, which duty was unpaid when the plaintiffs received the goods for storage. In September, 1934, before any duty had been paid, the goods were stolen from the warehouse in circumstances which did not show any negligence in the plaintiffs. In February, 1935, the plaintiffs paid the duty of £824 to the Customs authorities. They now brought this action claiming the £824 and £41, or 1 per cent. of the value of the goods, under the agreement of August, 1934. The defendants alleged that the theft of the goods had been caused by the plaintiffs' negligence and counter-claimed £4,119.

BRANSON, J., said that the plaintiffs based their claim to be repaid the £824 on two grounds: (1) that the defendants, having imported the goods, became liable to pay duty on them and that they, the plaintiffs, having received the defendants' goods into their warehouse, became obliged to discharge the defendants' liability and were accordingly entitled to recover the duty as money paid at the defendants' implied request; (2) that the defendants having requested the plaintiffs to take into their bonded warehouse dutiable goods on which duty had not yet been paid, the plaintiffs had in complying with the request put themselves under liability to pay the duty if the goods should escape from their warehouse, and that, the escape having occurred through no fault of their own, they were entitled to be indemnified by the defendants. The first contention depended upon the defendants being at all material times liable to pay the duty. The defendants had contended that, in the case of dutiable goods entered for warehousing, the duty was a charge upon the goods and not a charge upon any person unless the goods left the warehouse otherwise than by being re-exported, and that the charge then attached either to the person who duly entered them for home consumption, whether the original importer or not, or, if the goods left the warehouse without being entered, to the warehouseman. That contention, however, was contrary to *Attorney-General* v. *Ansted* (1844), 13 L.J. Ex. 101, where it was held by Lord Abinger and Parke, B., that liability to duty attached to the importer upon importation of the goods, even though payment of the duty was postponed while the goods were in the warehouse. It had not been suggested that there was anything in the Customs Acts now in force which weakened the authority of that case. The language of ss. 82, 85 and 87 of the Customs Consolidation Act, 1876, particularly the expression "the duties due," supported the view that the duty became due on the entry of the goods into the warehouse. The plaintiffs' second contention was independent of whether the defendants themselves were, or were not, liable for the duty. That contention was sound in law (see *Taylor* v. *Stray* (1857), 2 C.B. (N.S.) 175); but the plaintiffs must bring themselves within it on the facts. They must prove that the loss of the goods from the warehouse was not due to any default of theirs, otherwise the *nexus* was incomplete. He (his lordship) held that the plaintiffs had not been guilty of any negligence. They were therefore entitled to succeed on their claim and on the counter-claim. No negligence having been proved against the plaintiffs, it was not necessary for them to rely on the London Wharfingers' Clause as a defence to the counter-claim. It was accordingly unnecessary to express any opinion on the effect of that clause on the plaintiffs' liability as warehousemen. He (his lordship) felt it right to say, however, that he had the gravest doubt whether the clause applied to that liability.

COUNSEL: *H. U. Willink*, K.C., and *Eric Sachs*, for the plaintiffs; *Sir Albion Richardson*, K.C., and *W. L. McNair*, for the defendants.

SOLICITORS: *Keene, Marsland & Co.*; *Hair & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

W. J. Jacobs *v.* Aveling-Barford, Ltd.

Finlay, J. 10th and 11th February, 1936.

PRACTICE AND PROCEDURE—NEGOTIATION OF CONTRACT BY PLAINTIFF—REMUNERATION DEPENDENT UPON UNCERTAIN FUTURE EVENTS—RIGHT TO OBTAIN DECLARATION OF RIGHTS—R.S.C. ORDER XXV, r. 5.

Action for a declaration of right to remuneration for services rendered.

The defendant company entered into a contract with a company in Roumania. The contract provided for the manufacture by the Roumanian company under licence of certain steam-engines, and for the possible purchase by that company of steam-engines manufactured by the defendants. The defendants admitted that the plaintiff played some part in the negotiation of the contract, and that he was accordingly entitled to certain remuneration in respect of his services. Discussion having arisen between the plaintiff and the defendants as to the terms of that remuneration, the plaintiff made a claim which the defendants thought excessive, and the latter wrote to the plaintiff saying that they cancelled and withdrew all offers of commission and profits on contracts in Roumania. The plaintiff accordingly brought this action for a declaration of his rights.

FINLAY, J., said that, the defendants having in their defence expressly admitted that the plaintiff would be entitled to some remuneration if the contract between them and the Roumanian company became operative, the whole contest before him (his lordship) was accordingly one with reference to costs. The defendants had contended that this action was unnecessary, and that the plaintiff should therefore have no costs. It was impossible to say what business might result from the contract and, therefore, what the plaintiff's remuneration would be. The court therefore had to consider the question of declarations in relation to a matter of this kind. The question depended on R.S.C. Ord. XXV, r. 5. That rule had been the subject of considerable discussion in

various cases. He (his lordship) need not review *Guaranty Trust Co. of New York* v. *Hannay & Co.* [1915] 2 K.B. 536, or *Russian Commercial & Industrial Bank* v. *British Bank for Foreign Trade* [1921] 2 A.C. 438. The law had been conveniently stated in *Hanson* v. *Radcliffe Urban Council* [1922] 2 Ch. 490, where Lord Sterndale, M.R., said, at p. 507: "In *Guaranty Trust Co. of New York* v. *Hannay & Co., supra*, . . . I said that a number of declarations had been made, and, in my opinion, rightly made, as to the rights of parties under contracts, without waiting for some event to happen . . . in order to determine the result of the contracts and what the exact causes of action might be . . . Under Ord. XXV, r. 5, the power of the court to make a declaration, where it is a question of defining the rights of two parties, is almost unlimited; I might say only limited by its own discretion. The discretion should, of course, be exercised judicially, but it seems to me that the discretion is very wide." Applying those words to the present case, it was to be observed that the action had been begun a short time after the contract was made. The defendants had entirely repudiated the plaintiff's right to commission, therefore he was entitled to have his rights against the defendants defined. The declaration asked for would be made, and the plaintiff's costs would be paid by the defendants.

COUNSEL: *W. N. Stable*, K.C., and *Melford Stevenson*, for the plaintiff; *F. Van den Berg*, K.C., and *Harold Murphy*, for the defendants.

SOLICITORS: *Brown, Turner, Compton Carr & Co.*; *Langton and Passmore.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Strangways-Lesmere *v.* Clayton and Others.

Horridge, J.

27th and 28th February, 2nd and 6th March, 1936.

NEGLIGENCE—HOSPITAL—NEGLIGENT ADMINISTRATION OF FATAL DOSE BY NURSE — LIABILITY OF HOSPITAL AUTHORITIES.

Action for damages for negligence.

The defendants were members of the general committee and trustees of a hospital and two nurses of the hospital, a Miss Chapman and a Miss Miles. The plaintiff's wife was on the 2nd May, 1935, admitted to the hospital for an operation, the plaintiff having agreed to pay the necessary fees. The house surgeon gave written instructions upon the patient's bed-card that she was to be given a dose of 6 drachms of paraldehyde in water before the operation. After the administration of the dose the plaintiff's wife died, and the plaintiff alleged that her death was due to the fact that 6 ounces instead of 6 drachms were administered. Miss Chapman and Miss Miles, who both denied negligence, admitted that Miss Miles acted on written instructions received from the acting night sister, from whom she took over duty, and that she did not compare those instructions with the prescription on the bed-board. Miss Chapman checked the dose shown on the acting night sister's instructions with that measured by Miss Miles. She did not compare those instructions with the prescription on the bed-board. The nurses said that neither of them knew that six ounces of paraldehyde was a fatal or excessive dose, and they maintained that it was not their duty to question the accuracy of instructions given them by an acting night sister. It was contended for the plaintiff that the nurses were guilty of negligence in not reading the surgeon's instructions on the bed-board and that the hospital authorities had failed in their duty to see that there was proper supervision in the administration of dangerous drugs. For the hospital authorities it was contended that the relationship of master and servant did not subsist between them and the nurses when the latter were preparing patients for operations, and that the nurses were carrying out the orders of the surgeon in mixing, checking and administering the drug. *Cur. adv. vult.*

HORRIDGE, J., in giving judgment, said that, in his opinion, on the evidence, Miss Miles and Miss Chapman had been negligent. The further question remained whether the hospital authorities were liable for the acts of either of those nurses. He (his lordship) was of opinion that they were not. The administration of paraldehyde was a skilled operation and he (his lordship) did not think that the hospital authorities undertook in any way themselves to administer the doses. The nurses, in doing that, were doing their own work as skilled nurses and not as servants of the hospital authority. The administration of paraldehyde, as in the present case, was not a matter of a nurse's routine, but one in which a nurse was to use professional skill, and the only duty on the hospital authorities was to see that the nurses whom they engaged were duly qualified persons. It had been argued that, as there was admittedly a practice with regard to checking of doses of dangerous drugs in the hospital, a notice to that effect should have been exhibited for nurses to see. If that had been done, in all probability the mistake would have been discovered. Nurse Miles and Nurse Chapman had both said that they were unaware of the necessity of a check. The question was whether the omission to publish notices as to checking was negligence on the part of the hospital authorities. There was no evidence that any other hospital put up such notices, but the evidence was that checking was a well-known practice. On the whole, he (his lordship) had come to the conclusion that he could not rightly say that the omission to put up printed notices was an act of negligence for which the hospital authorities were responsible. There would be judgment for the plaintiff for £100 as claimed, against the defendant nurses.

COUNSEL: *T. Eastham*, K.C., and *R. C. Essenhigh*, for the plaintiff; *T. Carthew*, K.C., and *N. R. Fox-Andrews*, for the members of the committee; *J. D. Caswell* for the defendant nurses.

SOLICITORS: *Litchfield & Kusel*, for *Mr. K. Kusel*, Weymouth; *William Charles Crocker*; *Williamson, Hill & Co.*, for *Sir Alexander Pengilly*, Weymouth.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Otto and Another *v.* Bolton & Norris.

Atkinson, J. 31st March, 1st, 2nd, 3rd and 8th April, 1936.

NEGLIGENCE—BUILDER—HOUSE NEGLIGENTLY BUILT—FALL OF CEILING—DAMAGES RECOVERED BY OWNER WHO BOUGHT FROM BUILDER—INMATE INJURED—LIABILITY OF BUILDER TO PERSONS LIVING IN HOUSE.

In October, the first plaintiff bought a house from the defendant builders. She required the house for occupation by herself and her mother, the second plaintiff. In May, 1934, part of the ceiling of the first floor fell, damaging the rooms below and putting the first plaintiff to expense. There was a fall of ceiling on two occasions, on the first of which the second plaintiff was in bed recovering from an illness. Part of the ceiling fell upon and injured her, and her recovery was retarded. The first plaintiff claimed damages for negligence and breach of contract, contending that the defendants had warranted the house to be well built, whereas the house was in fact not well built. The second plaintiff claimed damages against the defendants for negligence. *Cur. adv. vult.*

ATKINSON, J., found in favour of the first plaintiff and awarded her £340 damages. Dealing with the second plaintiff's claim, he said that it raised the question whether the builder of a house was under any obligation towards persons who came to live there. It was suggested that the previous law on that subject had been modified by the decision of the House of Lords in *M'Alister* v. *Stevenson* [1932] A.C. 562. Before that decision, it was, in his (his lordship's) opinion, well settled that neither the vendor nor the builder of a house owed any duty to persons who inhabited the house but were in no contractual relationship with him. That was the result of *Collis* v. *Selden* (1868), L.R. 3 C.P. 495; *Malone*

v. *Laskey* [1907] 2 K.B. 141; and *Bottomley* v. *Bannister* [1932] 1 K.B. 458. In the latter case the very point raised here was discussed, and the decision then reached by the Court of Appeal was binding on him (his lordship) unless it was clearly declared to be wrong in *M'Alister* v. *Stevenson*, *supra*. He did not think that there was any intention in that case to overrule *Bottomley* v. *Bannister*, *supra*. In the first place, *M'Alister's Case* dealt with the sale of a chattel, and there was nothing in it which indicated that the law on the point with regard to land and to chattels was the same. It was obvious that very different considerations applied to a sale of a chattel, in which the law implied various warranties, and to the sale of a house, which was an extreme example of the doctrine *caveat emptor*. Moreover, *Bottomley* v. *Bannister*, *supra*, had been cited in the House of Lords, and none of their lordships had suggested that it had been wrongly decided. If, however, the second plaintiff were right in saying that the doctrine laid down in *M'Alister* v. *Stevenson*, *supra*, applied to realty as well as to personalty, it was necessary to ascertain exactly what that case decided. It decided that there was a duty on the manufacturer of an article towards persons who used the article if there was a proximate relationship between them. There was no exhaustive definition of proximate relationship, but one test laid down was the absence of possibility of intermediate examination of the article. If the manufacturer packed his goods in such a way as to exclude the possibility of examination before consumption, he was liable for concealed defects, but not otherwise. Applying that test to the present case, it was plain that there was no proximate relationship between the defendants and the second plaintiff. There was nothing to prevent an examination of the house and ceiling before the occurrence complained of. The defects were not hidden or latent. The remarks of Greer, L.J., in *Bottomley* v. *Bannister*, [1932] 1 K.B., at p. 476, were absolutely relevant, and were unqualified by anything which had been said in *M'Alister* v. *Stevenson*, *supra*. The second plaintiff's claim accordingly failed, and must be dismissed.

COUNSEL: *F. J. Tucker*, K.C., and *W. E. P. Done*, for the plaintiffs; *Wilfrid Clothier*, K.C., and *G. O. Slade*, for the defendants.

SOLICITORS: *Sharpe, Pritchard & Co.*; *Stanley Evans & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

St. Germans *v.* Barker.

Crossman, J. 19th and 20th March, 1936.

MORTGAGE—DEMISE OF LEASEHOLD PREMISES—RESIDUE OF TERM LESS LAST THREE DAYS—COVENANT IN LEASE—TO DELIVER UP IN GOOD REPAIR—LIABILITY OF ASSIGNEES OF MORTGAGE—LAW OF PROPERTY ACT, 1925 (15 Geo. 5, c. 20), s. 89 (3); 1st Sched., Pt. II, para. 3.

In August, 1857, the Earl of St. Germans granted a lease of a certain house for a term of eighty years from the 29th September, 1855, the lessee covenanting to keep the demised premises in good repair and to deliver them up in good repair at the end of the term. In November, 1857, the lessee demised the premises by way of mortgage to a mortgagee for the residue of the term less the last three days. By 1896 the persons in whom the sub-term created by the mortgage was vested had entered into possession, and by the 1st January, 1926, all rights of redemption had become extinguished and the defendants had become absolutely entitled to the demised premises for the remainder of the sub-term. At the time of the expiration of the lease the freehold reversion expectant on the term granted was vested in the plaintiffs, and the premises being then in a state of disrepair, they required the defendants to put them into a proper state of repair under the covenants, and in this action claimed damages for non-performance. The defendants contended that the term granted by the lease had never become vested in them and that there was no privity of estate between them and the plaintiffs.

CROSSMAN, J., in giving judgment, said that the question was whether a mortgagee entitled under s. 89 (3) of the Law of Property Act, 1925, to declare by deed "that the leasehold reversion affected by the mortgage and any mortgage term affected by the title so acquired shall vest in him" was a person entitled "to require any legal estate . . . to be conveyed or otherwise vested in him" within para. 3 of Pt. II of the 1st Sched. of the Act. It would be a strained construction to hold that a person who had power himself without requiring or doing anything at all except executing a deed to cause a legal estate to be vested in him came within the paragraph. The word "require" could not apply where a person could do an act of his own volition. By s. 89 (3) a person having a power was dealt with, while para. 3 contemplated a person having an estate or interest. *Peachy* v. *Young* [1929] 1 Ch. 449, was a different case. This case did not fall within para. 3. The head term, therefore, had not become vested in the defendants, there was no privity of estate between them and the plaintiffs, and the repairing covenant could not be enforced against them. The action must be dismissed.

COUNSEL: *Watmough*; *H. H. King.*

SOLICITORS: *Tamplin, Joseph, Ponsonby, Ryde & Flux*; *Lethbridge, Money & Prior.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law]

TABLE OF CASES previously reported in current volume.

The Law Society.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 18th and 19th March, 1936. A Candidate is not obliged to take both parts of the Examination at the same time.

First Class.

Thomas William Angel, David Stephenson Blair, Bernard Bauly Campbell, Robert Everard Chadwick, Arthur Illingworth Clough, Arthur Thomas Elliott, George Kelsey Goddard, Arthur Ralph Holbrook, Cyril Huddleston, Wolfe Jacobovitch, Noel Bancroft Kay, John Edward Layton Kelly, John Snelling Kent, Henry Rowell Oliver, John Leslie Phelps, Felix Lyle Haller Seel, Ralph Reckitt Smith, Charles Ronald Sopwith, Arthur Thomas Stubbs, Frederic George Timmins, Walter Graham Wiggs, Gilbert Scholes Wood, Charles Nelson Garibaldi Yates.

Passed.

John Patrick Allen, John Grahame Barker, William Granger Batteson, Harold David Parting Bott, George Cass, Antony Dale, B.A., B.Litt. Oxon, John Austin Denham, B.A. Oxon, Arthur Doggett, B.A. Oxon, Edmund James Downs, Edward Maurice Drake, John Nelson Eagleston, B.A. Oxon, John Clifford Holgate Ellis, B.A. Cantab., Sidney Epstein, Arthur Donald Flather, Maurice Fooks, B.A. London, John William Glanfield, Victor Francis Green, Eileen Stratton Hall, Clifford James Hammett, Maurice Stanley David Hart, Joseph Geoffrey Haworth, James Leslie Johnson, Frank Jones, Rolant Hugh Jones, James Kailofer, Graeme Monk Lawton, B.A. Cantab., Tinsley Lindley, Charles Vivian Lucas, George Maurice, Robert Alexander Mew, Edward William Noel Morgan, Rowland Newnes, Bryan Robins Ostler, B.A. Oxon, Gilbert Spencer Payne, George Dudley Gwynne Perkins, B.A. Cantab., Italo de Lisle Radice, B.A. Oxon, Harold Frederick Rogers, Barnett Saffron, Kenneth Thomas Salt, Cecil Edmund Robert John Sayer, John Murray Scott, Maurice Learoyd Sharman, Clifford William Smith, Patten Bridge Smith, Esmond Starling, B.A. Oxon, Edward Jack Turner, Phyllis Evelyn Waller, Morris Lysaght Guiney Walsh, Arthur James Watson, Sydney Vincent Weare, Allen William Rowland Welham, Clifford George White, John Edward Woodroffe, B.A. Oxon.

The following Candidates have passed the Legal portion only :—

Samuel Bernard Adler, Douglas Francis Capel Adye, Neville Clare Allerton, George Bevis Appleby, Peter King Archibald, Douglas Edward Thompson Argent, David Murdock Argyle, John Ashburn, Neville Waldegrave Atchley, Sydney Roy Bainbridge, Julien Baines, Harry Baker, Vaughan Herridge Baker, Robert Gowan Balkwill, George Albert Pascall Bance, John Gray Barr, Gerald Victor Morrey Baxter, Tom Brian Baxter, Dennis Ernest Becker, Raymond Lee Bellwood, Charles George Bennion, B.A. Cantab., John Claude Birts, Louis Arnold Bloom, Cedric Humphrey Briggs, Allan Herdman Brown, Norman William Butters, Donald Byron, Neil Arthur Campbell, Alfred Joseph David Cazes, B.A. Oxon, Derek Braithwaite Charlick, Eric Sidney Claff, Robert Anthony Cleaver, Edwin Newton Cocksedge, George Arnold Cohen, Raymond Cook, Frederick Henry Cooper, Herbert John Cooper, John Waymouth Crabb, Wilfred Crawley, Bertram Fred Jeffries Crowder, John Gregson Cumberlege, Christopher James York Dallmeyer, Albert Edward Dalton, Thomas Daly, Alan Gwynne Davies, Daniel Rees Davies, Maurice Parsons Davies, Eric Henry Davis, John Oliver Dixon, Arthur John Edwards, Frederick Peter Fergusson, Brian Edward Keene Figgis, Anthony Herbert Foord, Evan Mervyn Francis, Hugh Charles Fraser, Anthony Hugh French, Donald Levick French, Martin Joseph French, Anthony Lewis Friedberg, Simon Galinski, Richard Spencer Gardner, Henry St. Clair Glover Gasking, Michael Alan Raby George, Oswald Richard Giles, William George Girling, Harry Wood Gledhill, Reginald Marcus Godman, Kenneth Chambers Gooch, James Gifford Gordon, Emlyn Oliver Gribble, John Bealey Griggs, John Hall, Victor Desiré Michael Hall, Patrick Thomas Hamp, Ralegh Orme Hancock, Gordon Hand, Geoffrey George Sampson Harris, Anthony Bedford Harvie, Douglas Arthur Haslam, William Kenneth Hicks, Frank Higgins, Anthony Hobson, Cecil Thackeray Hodgson, Norman Davis Hodgson, Maurice Edmund Holderness, Trafford Aldred Holford, William Holland, Francis Evan Honniball, Frederic Thomas Horne, Arthur Thomas Hodson Hosegood, Basil Sydney Edward Huddle, Richard Brian Hughes, Graham Arthur Champney Hunt, Kenneth Cadwgan Hunt, John Joseph Hurdidge, Sidney Jacey, Charles Dalkin Jackson, Russell Willan Jackson, Geoffrey Hippolyte Jacobs, Frank Alan Ewart James, Harold Sidney James, Percy Jenkinson, Charles Walter Lionel Jervis, John Frederick Johnson, Gwilym Thomas Jones, M.A. Wales, John Gwilym Jones, B.A. Wales, Norman Arthur Gwyn Jones, Peter Wilson Jones, Alexander Alfred Kassman, Bryan Keith-Lucas, B.A. Cantab., John Arthur Lawrence, John Richard Lawson, Alan Mason Layland, Edward Kristian Lee, B.A. Oxon, Harold Leiberman, Michael Edwin Lester, James Cuthbert Lindsell, B.A. Cantab., Norman Lipman, William Edmund Littlewood, Iain MacInnes Livingston, Clifford Dudley Lowings, Denis Lyth, Alexander Kenneth Stebbing McCurdy, Angus Ferguson Macleod, M.A. Glasgow, Hugh William Wylie MacNaught, Christopher John Malim, B.A. Oxon, John Ephraim Mantle, Alan Marshall, Edwin James Thomas Matthews, Harry Melling, Elwyn Banner Mendus, Denis Noel Midmer, Charles William Mole, B.A. Cantab., Ronald Llewelyn Morgan, B.A. Cantab., Douglas Watterson Morris, Harold David Naylor, John Marcus Neal, John Arthur Nicholson, John Norburn, Godfrey Lushington Norris, B.A. Oxon, Maurice Joseph O'Connor, Richard Daniel Adamson Parkyn, M.A. Cantab., Edwin Cavill Peacock, Michael Harvey Penty, Ernest Frederick James Perkins, Thomas John Pert, Ronald John Phillips, Ernest Denis Pickering, Seymour Douglas Plummer, John Edward Powell, Norman Henry Propert, David Prosser, Douglas Stanley Randall, Thomas Arthur Rickard, Richard Louis Rieu, Derek Cecil Riley, Raymond Leonard Ringrose, Cyril Bernard Rivlin, Robert Humphreys Roberts, Robert Kelsey Roe, Thomas Chambers Windsor Roe, David Robert Anidjar Romain, B.A. Cantab., Harry Rose, Alfred James Rosen, Diarmuid Albert Ryan, Denis Richard Meddins Sadler Philip Segar Scorer, Maurice Benjamin Selig, Geoffrey Hurst

Serres, Douglas Percy Sewell, B.A. Cantab., Edmund Morland Shewell, Thomas Herbert Sills, John Thornton Simpson, John Evelyn Smith, B.A. Cantab., Peter Haslehurst Smith, David Denis Spark, Edward Desmond Spencer, B.A. Cantab., Gilbert Statter Spragge, Ian Anthony Hamilton Stewart, B.A. Cantab., Hugh Richard Stirling, John Dodson St. Goar Stutfield, Peter Henri Talbot, Orton Sidney Taylor, Stephen Terrell, Cecil Mark Thain, Ralph Harrison Thompson, B.A. London, Richard Langstone Thorp, John Knowles Thorpe, M.A. Cantab., William Tozer, Alec Robert Troughton, Philip William Casimir van Straubenzee, Margaret Joyce Verney, Norman Stanley Wagstaff, Edward Rayner Dreyer Warburg, Robin Arthur Ward, Aubrey Weldon, Kenneth William Welfare, B.A. Cantab., Lionel Hamer Whalley, John Arthur Wheeler, Harford Lewis White, Richard Donald Croft Wilcock, Leslie Othen Williams, Thomas Claude Middleton Winwood, B.A. Cantab., Henry Maurice Wix, Robert Algernon Peter Woodbridge, George Francis Woods, Harold Bateman Wright, Keith Anthony Wyndham-Kaye, Charles Yates, Trevor Francis Yorke-Starkey, Horst Eberhard Martin Leopold Zander, Dr. Jur. Heidelberg.

No. of Candidates, 450. Passed, 287.

The following Candidates have passed the Trust Accounts and Book-keeping portion only :—

Francis Louis Abbott, Norman Keith Adams, Jack Stenton Allen, Joseph Emile Amzalak, LL.B. Liverpool, Thomas Lovell Avery, B.A. Oxon, Hubert Roy Baines, B.A. Cantab., Reginald Basil Baldwin, B.A. Oxon, Myer Balin, LL.B. London, Stephen Charles Barker, Arthur Colinwood Beard, B.A. Oxon, David Musk Beattie, John Frederick Beaty, Clifford Moss Beck, James Arthur Berry, Angus Stevenson Binning, Leslie William Hadfield Birtwistle, Arthur Kenneth Blake, Eric Laverick Blakey, Sidney Block, Thomas George Bond, Harry Bowden, Frederick Peter Boyce, William Edward Boyes, B.A. Cantab., James Luke Brady, John Aidan Briggs, B.A. Cantab., Francis John Broad, Harold Alfred Broad, B.A. Cantab., Roy Brockington, Cyril Franklin Brooke, B.A. Cantab., Guy Dennis Wreford Brown, William Waudby Brown, B.A., LL.B. Cantab., Thomas Nadauld Nugent Brushfield, Gilbert Herbert Stewart Butcher, Thomas John Cable, Thomas Harley Royston Campling, Bruce Trevor Cariss, B.A. Oxon, Lawrence Henderson Cartwright, Bernard Dudley Cattermole, William Overton Cave, Richard Chamberlain, B.A. Cantab., Essex Trevelyan Channell, Charles Herbert Chappell, Ernest Nevile Churchward, Norman Arthur Citrine, Donald Walter Trevelyan Clark, Eric Reeves Clark, Michael Joseph Clay, Richard Clegg, Kenneth Richard Joseph Cliff, Edwin Morris Cockburn, John Royd Cocker, David Samuel Cohen, LL.B. London, Thomas Herbert Gaitskell Coleman, Walsingham John Hamilton Collinge, B.A. Oxon, David John Coward, Geoffrey Carlyle Croasdell, B.A. Oxon, Hilary Curtis, Leonard Allan Darke, Samuel Saunders Watson Penry Davey, Thomas Mason Dawson, Alan Graham Dawtry, Francis Derek Deakin, B.A. Cantab., John William Denby, John Roger Corbet de Quincey, B.A. Oxon, Eric Sidney Diplock, Alexander Clement Dodd, LL.B. London, John Sherwood Dodd, Leslie Neville Dodd, Norman Clifton Halliday Dunbar, Edward Galloway Dunderdale, Ernest John Desmond Eastham, B.A. Cantab., Peter Morse Comyn Edgington, Donald Ellis, John Arnott Esam, B.A. Cantab., Alan Lewis Evans, Kenneth Evans, B.A. Oxon, Colin Stevenson Fairbrother, B.A. Oxon, Geoffrey Fellows, B.A. Oxon, William Richard Nicholas Fox, B.A. Oxon, Kenneth Russell Francis, LL.B. Liverpool, James Fraser-James, B.A. Cantab., Hugh Ian Gibson, Charles James Saville Glanvill, LL.B. Birmingham, Alan Edward Goddard, Owen Stanley Foot Goodman, Aubrey Percy Goodwin, John Carlo Gorna, LL.B. Manchester, Charles Woodward Graham, John Stuart Hookham Grant, Sidney Ernest Grice, Richard Lucian Grimsdell, B.A. Cantab., Robert Grundy, LL.B. Manchester, Geoffrey Herbert Hall, Paul Trevor Hamer, LL.B. London, Kathleen Maureen Harding, Richard Patrick Harding, Edward Geoffrey Harley, Cecil Ronald Harrison, LL.B. Liverpool, William George Hatton, LL.B. Liverpool, Eric Hermann Eduard Hessenberg, B.A. Cantab., Roland George Hugh Higgs, Alex John Hill, Edgar Heath Hiney, Ronald Swire Hodgett, LL.B. Manchester, Charles Robert Eric Walford Hoffgaard, John Cory Holcombe, William Ewart Buckle Holroyd, John Gerald Eckersley Hope, William Crawshaw Horrox, Ieuan Howard, B.A. Wales, M.A. Manchester, Reginald Richard Meyric Hughes, John Edgar Humphrey, B.A., LL.B. Cantab., Desmond Saville Hunter, James Edward Hunter, Edward Allen Ingham, Harry Starkings Inwood, Joshua Israel, B.Com., B.Sc. London, Arthur Brooke Jackson, Richard Whitfield James, William Lewis Joberns, Alan Hackett Jones, Clement Owen Jones, LL.B. Wales, Neville Douglas Jones, Robert Julian Jones, Richard Martin Juanals, Cyril Keeton, Archibald Whitfield Keith-Steele, B.A. Oxon, George Vicary Kenyon, Stanley Hubert Keyse, LL.B. Birmingham, James Peter Knight, LL.B. Leeds, Horace William Langdale, Michael Charles Selfe Langdon, John Lennox Lawrence, B.A. Cantab., Peter Carden Layton, John Warren Lea, Derek Godfrey Leach, Neville Pritchard Lee, B.A. Cantab., Isidore Levin, LL.B. Liverpool, David Gordon Escott Lewis, David William Lewis, B.A. Oxon, John Morton Fothergill Lightly, B.A. Cantab., Leslie David Lipson, Thomas Metcalfe Lister, LL.B. Manchester, Kenneth George Littleton, Howard William Jones Llewelyn, B.A. Oxon, Lawrence Ernest Long, James Ashworth Lord, John Norton Lowe, John Thomas Lowe, LL.B. London, Ronald Scott McAlpine, B.A. Cantab., Robert Hampton Robertson McGill, B.A. Cantab., Hugh John Mackin, Æneas James Douglas Mackintosh, B.A. Oxon, Hector Keith McLean, Jessop Chesthill McNaughton, James Anthony Russell Mead, John Percival Meadon, B.A. Oxon, Edgar Joseph Mercer, LL.B. Liverpool, John Grenville Meryon, Vivian David Michael, B.A. Oxon, Deighton Edgar Millar, Kenneth Irwin Mitchell, Geoffrey Wilkinson Moore, Mervyn Reginald Moore, M.A. Cantab., David Windsor Clive Morgan, William Glyn Morgan, LL.B. Wales, B.A. Cantab., Lionel Patrick Mosdell, B.A. Oxon, Gilbert Henry Francis Mumford, Alfred Dennis Murfin, Albert Dilnot Brian Marizzano, Dennis Newman, Peter Edridge Newnham, B.A. Cantab., William Owen Nicholls, Bernard Oberman, Edwin George Oldham, Reginald Hambleton Ormerod, Kenneth Osbourne, Edward Gordon Owen, B.A. Cantab., Leslie Owen, Massie Mayor Parker, Alfred Francis Ingham Parmeter, B.A. Cantab., Walter John Parry, Daisy Peake, B.A. London, Hugh Christopher Russel Pearson, B.A. Oxon, Wilfred John Pedley, Samuel Pennington, B.A. Cantab., John Rous Stewart Peter, John William Picton Philipps, Ronald Kent Phillips, Donald Whiteley Pickles, Harold Edward Carlton Piercy, B.A. Oxon, Eric Jack Pitt, B.A. Cantab., Alfred Plews, Harry Powell, Denis Lewin Price, Mervyn Preece Prichard, Stanley Llewelyn Prothero, Eric George Ewart Rayner, B.A. Oxon, David Noel Rees, Benjamin Anthony Reeves, B.A. Oxon, Charles Carlow Reid, B.A. Oxon, James Hardman Rimmer, LL.B. Manchester, William Garth Roadknight, B.A. Oxon, David Fleming Roberts, Hywel Gittins Roberts, LL.B. Wales, Harold Paillet Rodier, B.A. Cantab., Vernon Watson Rogers, Victor Rose, Charles Rosin, James Ross, B.A. Oxon, Wilfrid George Rothschild, B.A. Oxon, Dawson Rothwell, Baden Redvers Round, Edwin Henry Rowlands, Philip Francis Ryan, LL.B. Manchester, William John Savage, Donald Hugh Sawday, Mervyn Sawyer, Richard Douglas Schuster, B.A. Oxon, Dunstan Samson Montagu Scott, B.A. Oxon, Gordon Patrick Edwin Sealy, Richard Edward Selby, B.A. Cantab., Alan John Shay, Peter Raymond Sheckell, John Gervase Kensington Sheldon, B.A. Cantab., Maurice Henry Sherley-Price, Kenneth Frederick Simpson, Leslie Patrick David Small, Edwin Cave Smith, Malcolm Alan Peel Smith, LL.B. London, Ralph Mordaunt Snagge, B.A. Oxon, Isaiah Sorgenstein, Lewis Joseph Neale Stainton, Frederick Gould Standfield, John Douglas Stewart, Anthony Frank Street, Simon William Sturges, Sidney Hillel Swager, Thomas Frank Swindells, Miles Foxley Tabor, B.A. Cantab., Kenneth Taylor-Jones, LL.B. Manchester, John Elliott Terry, Anthony Sigston Thompson, B.A. Cantab., James Henderson Thomson, William Kenneth Graham Thurnall, Douglas Ramsay Tidy, Stephen Harold Todd, B.A., LL.B. Cantab., Alexander Aaron Traub, LL.B. London, Peter Scott Tucker, Richard Percy Tunstall, Ronald Wilfrid Turner, George Edward Twine, B.A. Cantab., John Tye, Anthony John Bowyer Vaux, B.A. Oxon, Donald Trelawney Veall, Richard Vincent, B.A., LL.B. Cantab., Leslie Frank Viney, Robert James Wakely, LL.B. London, Owen Albert Walden, LL.B. London, Cranston Graham Walton, Cyril Randolph Ward, John Frederick Warren, B.A. Cantab., Geoffrey William Mitchell Watmough, B.A. Cantab., Kenneth Brabban Watson, Roy Kingsley Ettwell Weaver, Edward Douglas Lawson Whatley, Arthur Reynolds Killingworth White, Marjorie Mavis White, Ronald Cuthbert White, B.A. Oxon, Robert Grimshaw Whitehead, B.A. Oxon, John Archibald Whitham, Thomas Edward Whiting, James Patrick Dymond Wild, B.A. Cantab., Christopher Wilkinson, Roger Wilkinson, B.A. Cantab., Bryan James Yorath Williams, David William Peter Williams, Peter Alexander Williams, B.A. Oxon, Philip Cooper Winter, LL.B. Liverpool, Geoffrey Houldsworth Wise, William Jessel Wise, George Henry Womersley, Thomas Henry Guppy, Waid Archer Wood, Sydney Charles Wooderson, Harold Edwin Yates.

No. of Candidates, 489. Passed, 362.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 16th and 17th March, 1936 :

Alfred Terence Adams, John Evelyn Beadon Adams, Jacob Amelan, LL.B. Manchester, Thomas Anstey, M.A.

Cantab., Geoffrey Fraser Aronson, Peter Alfred Ascroft, Alan Ashcroft, Phyllis Ashton, William Oliver Bainton, Charles Roger Dutton Barker, Francis Cecil Leonard Bell, Sidney Francis Bell, Marcus Norwood Ben-Levi, John Austin Best, Wilfred Lidderdale Biddle, Leonard Jack Blow, Hedley Thomas Boorne, Gerard Antoine Harvey Bourlay, Horace Alexander Callander Bourne, Harold Ian Bransom, John Fergrieve Brown, Alastair Howard Dick Brownlee, Ridley Hurrell Bruce, Harold Caine, Sidney Ernest Calvert, Geoffrey Valentine Cameron, B.A. Oxon, John Spence Sidney Campkin, B.A. Oxon, Norman Vincent Carpenter, Maurice Fitzgerald Carter, William Frederick Cearns, Robert William Chaney, LL.B. Leeds, Michael Christopher Chaplin, Norman Stanley Clare, Bernard William Clarke, Ronald Biot Clayton, Denis James Bond Cockshutt, James Cohen, Basil Thomas Collings, Mary Eileen Conday, Herbert Henry Cook, Robert Russell Cook, William Henry Cook, Leonard Malcolm Cooper, William Hugh Corbett-Lowe, B.A. Oxon, William Morris Forbes Coverdale, LL.B. Leeds, George Norman Paul Crombie, B.A. Cantab., LL.B. Leeds, John Kenneth Hutt Cunningham, Selby George Darby, B.A. Cantab., William Philip Davies, LL.B. Wales, George Edward Davison, Wilfred John Dawe, Philip Charles Dendy, Michael Lewis Dix, Edward Hickling Dixon, James Humphrey Ferris Dixon, Charles Lynton Dodd, Ian Ruxton Drummond, Edward Harold Duce, John James Darbey Duke, Amos Eastham, Havelock Winston Eginton, Thomas Richard Edgar Ennion, Edward Aidan Griffith Evans, Harcourt Bellew Montague Falck, Thomas Lister Farrar, B.A. Cantab., Malcolm Donald Featherman, LL.B. Leeds, James Henry Fellowes, Alan Gordon Fletcher, LL.B. Liverpool, Ronald Fletcher, LL.B. Leeds, Stephen Marriott Fox, Peter Derek Foard Franks, Richard Byrne Gale, John Corscaden Gamble, John Wilson Gauntlett, Peter Edward Wettenhall Gellatly, M.A. Cantab., Robert Gibson-Fleming, B.A. Oxon, Geoffrey Chapman Godber, LL.B. London, Alan Arthur Edward Gooding, John Walter Michael Graham, Thomas Greatbach, Norman Harold Green, John Geoffrey Errington Greenwood, LL.B. Durham, Maurice Juniper Guymer, John Charlesworth Haldane, Gordon Hamer Hall, LL.B. Leeds, Graham Hamilton-Sharp, LL.B. London, Braham Leslie Harris, Patrick Birkett Harris, Arthur Graham Harrison, Cecil William Hatton, James Brian Dawson Haynes, Dorothy Heaton, Robert Reeves Higgins, Kenneth William Highway, Eric Austin Hind, Peter Hoare, William Henry Holden, Francis George Holland, Alan Hollings, Bertie Albert Hooper, Geoffrey Brandreth Hooper, Thomas Cyril Hornby, Arthur Kenneth Horner, LL.B. London, William Francis Horton, Denis Gearey Hounsfield, LL.B. Leeds, William Reginald Ingle, Henry Donovan Jeffries, John Morgan Jenkins, Emrys Jones, Hugh Oliver Jones, M.A. Glasgow, Martin Penrhyn Jones, Vivian Royson Jones, Cyril Robert Kaile, LL.B. London, Thomas Forster Keating, B.A. Cantab., John Graham Kell, B.A. Oxon, John Kennedy, Roger Thomas Halliwell Kevill, Frederick John Lansdell, John Lanyon, Tudor Noble Lawrence, B.A. Oxon, Israel David Lewis, B.A. Oxon, Stanley Radcliffe Lewis, B.A., LL.B. Cantab., Thomas Alfred Lewis, Harry Ludlam, Edward Herbert Lyde, Kenneth Robert Macfee, Frederic James de Thiballier Mandley, John Sydenham Marshall, Leonard Charles Merrett, Ronald George Middleton, Charlotte Moyra Milligan, B.A. Cantab., Francis Warburton Milne, B.A. Oxon, Douglas Lester Mogford, LL.B. Birmingham, Walter Frederick Morris, Bryan Stanley Moseley, Keith Mountfort, Wilfred Rutley Mowll, Peter Hartopp Nash, B.A. Cantab., Henry Parker Needham, M.A. Oxon, LL.B. Birmingham, Kenneth Gilbert Nightingale, Francis Byrne Nunney, B.A. Oxon, James Tracey Ogden, Hugh Russell Oldman, B.A. Oxon, Philip Geoffrey Padmore, Cyril Joseph Butler Palmer, B.A. Cantab., Arthur Lloyd Parry, George Charles Boyce Peters, John Philipps, Harold Pipes, Arthur Cecil Potter, Elwyn Price, Charles Henry Priestley, B.A. Oxon, Margaret Wulfhilda Prothero, Reginald John Proudfoot, LL.B. London, Carey Francis Martin Randall, The Right Hon, Baron Rathcreedan, B.A. Oxon, Clement James Rawlings, Shirley Rayner, Arthur Maurice Reid, John Rice, George Robertson, B.A. Cantab., Charles Philip Robinson, Esmond Richard Roney, B.A. Oxon, George Hansel Sykes Routledge, LL.B. Liverpool, Arthur Ronald Aitken Seacome, Henry English Shaw, B.A. Cantab., Gilbert Leslie Shepherd, Charles Alan Shewell, LL.B. Leeds, Carmen Irene Simpson, Montague Phillip Simpson, B.A. Cantab., Geoffrey Dunford Smith, Lawrence Waterhouse Smith, William Legh Egerton Smith, John Walter Alexander McDowell Southern, Lawrence Bond Spear, B.A. Oxon, Alan Gordon Stirk, Philip Noel Stollard, Ronald Stott, Stewart Dare Stubbs, James Sutcliffe, LL.B. Leeds, James Leo Sutcliffe, B.A. Cantab., Paul Richardson Sylvester, John Barrington Taylor, Samuel Arthur Joseph Thomas, Jack Thompson, Alastair Blair Smollett Thomson, B.A. Cantab., Gwyn Treharne, Cecil Robert Costeker Turner, B.A. Cantab., Harold Horsfall Turner, B.A., B.C.L. Oxon, LL.B. Birmingham, John Deacon Turner, John Michael Venables, B.A. Oxon, Cecil George Vivian, Michael Hartshorn Waite, John Eustace Kenwyn Walters, Richard Rendall Warburton, LL.B. Liverpool, Charles William Warren, James David Watson, Emanuel Wax, B.A. Oxon, William Alexander Way, B.Sc. London, Leslie Carnaby Weatherall, Robert Victor Bertram Webb, Cyril Charles White, Gilbert Rathbone Whitehead, B.A. Oxon, Leslie John Williams, Edward Randolph Wiltshire, Percy Benjamin Elliott Woodham.

Number of Candidates, 288. Passed, 206.

The Council have awarded the following Prizes :—

To Gordon Hamer Hall, LL.B. Leeds, who served his Articles of Clerkship with Mr. Walter Henry Leathem, LL.B. London, and Mr. Norman Ligitwood Fleming, both of Bradford, the Sheffield Prize, value about £35 (founded by Arthur Wightman, Esq.) ; to Jack Thompson, who served his Articles of Clerkship with Mr. Norman Garlick Silvester, of the firm of Messrs. Silvester & Sons, of Goole, the John Mackrell Prize, value about £11 11s.

Final Examination held on 4th and 5th November, 1935 (addition to the list published in December, 1935), Robert Chilton Buchanan.

Societies.

Law Students' Debating Society.

At a meeting of the society held at The Law Society's Court Room, on Tuesday, 7th April (Chairman, Mr. B. W. Main), the subject for debate was "That the case of *Errington and Others* v. *Minister of Health* [1935] 1 K.B. 249, was wrongly decided." Mr. C. A. G. Simkins opened in the affirmative ; Mr. C. F. S. Shurrell opened in the negative. Mr. Q. B. Hurst seconded in the affirmative ; Mr. A. Lyell seconded in the negative. The following members also spoke : Messrs. G. Roberts, J. C. Christian Edwards, P. H. North Lewis, R. Stock, C. O'Connor, P. W. Iliff and J. R. Campbell Carter. The opener having replied, and the Chairman having summed up, the motion was lost by five votes. There were sixteen members and one visitor present.

Liverpool Law Clerks' Society.

The annual meeting of the Liverpool Law Clerks' Society was held on Tuesday, 31st March, when the committee submitted the thirty-third annual report of the Society, for the year ending 29th February, 1936.

The report shows that the membership is now 194, which again shows an increase on the preceding year.

The deaths occurred during the past year of Sir W. C. Thorne (a life member), and of Mr. James Purvis, Mr. Charles Kennedy and Mr. J. W. Mitchell (members).

At the last annual general meeting Mr. Frederick Charles Gregory, the then President of the Incorporated Law Society of Liverpool, was elected President of this Society for the ensuing year in succession to Mr. William Glasgow.

The hon. treasurer's statement of accounts shows a balance in hand of £88 6s. 8d. in general fund, and £48 0s. 10d. in the benevolent fund.

EDUCATIONAL.

The Society's activities in this branch have again proved a valuable institution.

The first half of the programme was assigned to Professor F. Raleigh Batt, who delivered a course of ten lectures on "Commercial Contracts" in his usual clear and entertaining style. There was an average attendance of fifty.

The second half was divided into a series of three lectures on "Settled Land," by Professor W. Lyon Blease, and two lectures on Law Reform (Miscellaneous Provisions) Act, 1934, and Law Reform (Married Women and Joint Tortfeasors) Act, 1935, by Professor F. Raleigh Batt.

These lectures were delivered in a manner which made the matters clear to those who availed themselves of the opportunity of hearing them.

Well deserved vote of thanks was accorded to each of the lecturers.

The committee feel, however, that more members should have attended this fine series of lectures, which undoubtedly have enlightened in no small degree the members who attended, and imparted to them a store of knowledge upon which they will be able to draw in the future.

The Society tenders its best thanks to the two lecturers, also to the Board of Legal Studies for kindly providing the course of lectures on "Commercial Contracts," and to the Incorporated Law Society of Liverpool for the use of the room for the lectures and meetings of the Society.

Parliamentary News.

Progress of Bills.

House of Lords.

Army and Air Force (Annual) Bill.
Read Second Time. [9th April.
Brighton Marine Palace and Pier Bill.
Royal Assent. [9th April.
British Shipping (Continuance of Subsidy) Bill.
Royal Assent. [9th April.
East Lothian County Council Bill.
Read Third Time. [7th April.
Malta (Letters Patent) Bill.
Read First Time. [9th April.
Mersey Docks and Harbour Board Bill.
Read First Time. [2nd April.
North Metropolitan Electric Power Supply Bill.
Read Third Time. [7th April.
Rhymney Valley Sewerage Board Bill.
Read Third Time. [7th April.
Rickmansworth and Uxbridge Valley Water Bill.
Read Third Time. [7th April.
South Essex Waterworks Bill.
Royal Assent. [9th April.
South Suburban Gas Bill.
Read Third Time. [7th April.
Unemployment Insurance (Agriculture) Bill.
Royal Assent. [9th April.
Warkworth Harbour Bill.
Royal Assent. [9th April.
Winchester Corporation Bill.
Read Third Time. [7th April.

House of Commons.

Army and Air Force (Annual) Bill.
Read Third Time. [7th April.
Betting (No. 2) Bill.
Withdrawn. [9th April.
Brentford and Chiswick Corporation Bill.
Reported, with Amendments. [7th April.
Dalton-in-Furness Urban District Council Bill.
Reported, with Amendments. [7th April.
East Lothian County Council Bill.
Read First Time. [7th April.
Ministry of Health Provisional Order (Stockton-on-Tees) Bill.
Read First Time. [7th April.
North Metropolitan Electric Power Supply Bill.
Read First Time. [7th April.
Retail Meat Dealers (Sunday Closing) Bill.
Reported, with Amendments. [7th April.
Rhymney Valley Sewerage Board Bill.
Read First Time. [7th April.
Rickmansworth and Uxbridge Valley Water Bill.
Read First Time. [7th April.
Shops (Sunday Trading Restriction) Bill.
Reported, with Amendments. [7th April.
South East Cornwall Water Board Bill.
Read Third Time. [7th April.
South Suburban Gas Bill.
Read First Time. [7th April.
Sugar Industry (Reorganisation) Bill.
Read Third Time. [7th April.
Winchester Corporation Bill.
Read First Time. [7th April.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed TOM EASTHAM, Esq., K.C., to be an Official Referee of the Supreme Court of Judicature in succession to Sir Francis Newbolt, K.C., who has retired.

At the annual meeting of the North-western Branch of the Society of Town Clerks, held at the Town Hall, Manchester, Mr. FREDERICK G. WEBSTER, Town Clerk of Carlisle, was elected Chairman for the ensuing year, in succession to Mr. J. H. Dickson, Town Clerk of Chester. Mr. R. M. MIDDLETON, Town Clerk of Lancaster, was re-elected Hon. Secretary and Treasurer for the sixth year.

Mr. EDWIN ROBINS, Chief Assistant Solicitor to the Leicester Corporation, has been recommended by the General Purposes Committee of that authority for the vacant post of Deputy Town Clerk. Mr. Robins was admitted a solicitor in 1924.

Mr. G. E. G. GADSDEN, solicitor, of Stroud, has been appointed Clerk to Stroud Rural Council. Mr. Gadsden was admitted a solicitor in 1929.

Professional Announcements.

(2s. per line.)

The practice carried on by the late Mr. Nicholas Jackson under the name of Atkinson & Sons, solicitors, at 19, Priory-place, Doncaster, has now been acquired by Mr. W. G. C. MAW (who has been associated with the firm for the past thirteen years) and Mr. F. LOVEL ATKINSON, the son of a former member of the firm, Mr. T. Lovel Atkinson. The firm will continue under the name of ATKINSON & SONS at the same address.

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

Chichester Town Council have placed on record their appreciation of the services of Mr. J. W. Loader Cooper, Town Clerk, who has retired. Mr. Cooper was admitted a solicitor in 1879.

His Majesty The King has been graciously pleased to command that The Cancer Hospital (Free), Fulham-road, London, S.W.3, shall henceforth be known as "THE ROYAL CANCER HOSPITAL (FREE)."

A juror at London Sessions recently, who asked to be excused from service, said that he was deaf in one ear. The Deputy-Chairman (Sir Herbert Wilberforce): "Certainly. When a juror is trying a case he must always hear both sides."

It was stated by counsel in the Divorce Court recently that a woman witness had never left her home at Hempstead, Essex, before, and had never been in a railway train until that day. The President (to the witness): "I wish a good many people who have been here more often than you would give their evidence as clearly as you do."

More powerful microphones have been fixed at Bow-street Police Court in place of those installed some fifteen months ago, says *The Times*. There are two in front of the dock and one in the witness-box. Amplifiers are on the magistrate's bench, the clerk's desk, in counsel's box, near the dock, and two at the back of the court. The problem of the bad acoustics of the court appears now to have been solved.

An ordinary meeting of the Medico-Legal Society will be held at Manson House, 26, Portland-place, W.1, on Thursday, 23rd April, at 8.30 p.m., when a paper will be read by Professor Laurie, D.Sc., F.R.S.E., Professor of Chemistry to the Royal Academy, on "The Application of Microscopic Methods to Deciding the History and Origin of Pictures." Members may introduce guests to the meeting on production of the member's private card.

The directors of the Alliance Assurance Company Limited have resolved to declare at the annual general court, to be held on the 13th May next, a dividend of 18s. per share (less income tax) out of the profits and accumulations of the company at the close of the year 1935. An interim dividend of 8s. per share (less income tax) was paid in January last, and the balance of 10s. per share (less income tax) will be payable on and after the 4th July next.

A new apparatus for detecting finger-prints, designed by Dr. W. R. Harrison, chief of the scientific department of the Cardiff City Police, was reported to the Watch Committee of Cardiff City Council last week. The Chief Constable, Mr. James A. Wilson, said that the apparatus, which had been given the name of "episcope," was based on the principle of ultra-violet rays and detected finger-prints which could not otherwise be discovered. He was sending particulars of it to the Home Office.

By the courtesy of the Treasurer and Masters of the Bench of the Honourable Society of Gray's Inn the 21st Annual Meeting of the members of the Grotius Society will take place on Thursday, the 23rd inst., at 4 p.m., in Gray's Inn Pension Room, and will be followed at 4.45 by an open meeting under the presidency of The Rt. Hon. Lord Alness. Professor A. L. Goodhart, editor of the Law Quarterly, will speak on "The Practical Importance of Theories Concerning the Nature of International Law."

It has been decided by the Treasury that the future scales of pay of the legal staffs employed in the Civil Service shall be £315 to £625 (men) and £315 to £510 (women) for professional clerks, £650 to £850 (men) and £550 to £680 (women) for assistant chief clerks, £850 to £1,100 for chief clerks, and £1,200 to £1,400 for assistant solicitors. Up to the present time the scale of professional clerks (men) has been £313 to £634, that of assistant chief clerk £680 to £847, that of chief clerk £905 to £1,058, and that of assistant solicitor £1,160 to £1,360.

The Chief Constable of Birmingham, Mr. C. C. H. Moriarty, in his annual report issued last Saturday, remarks that as juveniles are responsible for such a large proportion of crime, the time has come to recognise the necessity for taking the finger-prints of juvenile offenders. Such action would have a deterrent effect, and would assist in the detection of the offenders. Deploring the continued prevalence of bicycle thefts, the Chief Constable says it is probable that a system of registration of bicycles might lessen "this common and annoying form of theft."

At 12.45 a.m. on 6th April, says *The Times*, a man broke into a house at Brighton. At 1.5 a.m. a constable made an arrest after receiving a wireless message from police headquarters. Later in the morning a man appeared before the Brighton magistrates and was committed for trial. In the afternoon he pleaded "Guilty" to the charge at the Quarter Sessions and was sentenced. The Recorder (Mr. J. D. Cassels, K.C.) complimented the police and said that the case was a tribute to the pocket wireless system, and that it showed how rapidly a man could be brought to justice in Brighton.

On the occasion of their jubilee as solicitors in Perth, Mr. James Robertson, Hon. Sheriff-Substitute for Perthshire, and Mr. Duncan MacNab, also an Hon. Sheriff-Substitute for Perthshire and an ex-Lord Provost of Perth, were honoured, along with The Right Hon. Lord Macgregor Mitchell, following his elevation to the bench as chairman of the Scottish Land Court, at a complimentary dinner at the Station Hotel, Perth, on 8th April, by members of the legal profession in the city and county of Perth. A company of between sixty and seventy was presided over by Mr. J. W. Rollo Mitchell.

The question whether it is proper for an Army officer to appear in a civil court wearing his sword was raised recently by Mr. Walter Hedley, K.C., the magistrate at Greenwich Police Court, says *The Times*. "I have noticed on more than one occasion that officers have come to this court with swords," he said to an officer from the Woolwich garrison who attended in connection with a charge against a young soldier. "It is my impression that this is contrary to the regulations. I thought it was the custom—although I am open to correction—for officers to leave their swords out of court; but I wish you would have inquiries made. I believe in the old days it was thought that the presence of an armed soldier might intimidate the court, but perhaps that fear has disappeared now. Nevertheless, I do not think it is the practice."

SUMMER ASSIZES.

The following days and places have been fixed for holding the Summer Assizes, 1936 :—

OXFORD CIRCUIT.—Mr. Justice Swift and Mr. Justice Porter.—Wednesday, 20th May, at Reading; Tuesday, 26th May, at Oxford; Monday, 1st June, at Worcester; Thursday, 4th June, at Gloucester; Thursday, 11th June, at Monmouth; Thursday, 18th June, at Hereford; Tuesday, 23rd June, at Shrewsbury; Tuesday, 30th June, at Stafford.

WESTERN CIRCUIT.—Mr. Justice MacKinnon.—Wednesday, 20th May, at Salisbury; Monday, 25th May, at Dorchester; Tuesday, 2nd June, at Wells; Monday, 8th June, at Bodmin. Mr. Justice MacKinnon and Mr. Justice Goddard.—Tuesday, 16th June, at Bristol; Wednesday, 24th June, at Exeter; Thursday, 2nd July, at Winchester.

MIDLAND CIRCUIT.—Mr. Justice Hawke.—Monday, 11th May, at Aylesbury; Friday, 15th May, at Bedford; Wednesday, 20th May, at Northampton; Wednesday, 27th May, at Leicester; Saturday, 6th June, at Oakham; Monday, 8th June, at Lincoln; Thursday, 18th June, at Nottingham; Monday, 29th June, at Derby. Mr. Justice Finlay.—Monday, 6th July, at Warwick. Mr. Justice Swift and Mr. Justice Finlay.—Monday, 13th July, at Birmingham.

SOUTH-EASTERN CIRCUIT.—(First Portion.)—Mr. Justice Branson.—Wednesday, 20th May, at Huntingdon; Friday, 22nd May, at Cambridge; Wednesday, 27th May, at Bury St. Edmunds; Monday, 1st June, at Norwich; Monday, 8th June, at Chelmsford.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 23rd April, 1936.

	Div. Months.	Middle Price 15 April 1936.	Flat Interest Yield.	‡Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	116	3 9 0	2 19 3
Consols 2½%	JAJO	85	2 18 10	—
War Loan 3½% 1952 or after	JD	107⅛	3 5 1	2 18 8
Funding 4% Loan 1960-90	MN	117¼xd	3 8 1	2 19 4
Funding 3% Loan 1959-69	AO	104	2 17 8	2 15 3
Victory 4% Loan Av. life 23 years	MS	115½	3 9 3	3 1 0
Conversion 5% Loan 1944-64	MN	118¾xd	4 4 2	2 4 10
Conversion 4½% Loan 1940-44	JJ	111½	4 0 9	2 1 2
Conversion 3½% Loan 1961 or after	AO	107½	3 5 1	3 1 4
Conversion 3% Loan 1948-53	MS	105	2 17 2	2 10 3
Conversion 2½% Loan 1944-49	AO	101⅜	2 9 1	2 5 0
Local Loans 3% Stock 1912 or after	JAJO	96½	3 2 2	—
Bank Stock	AO	376	3 3 10	—
Guaranteed 2½% Stock (Irish Land Act) 1933 or after	JJ	87	3 3 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96½	3 2 2	—
India 4½% 1950-55	MN	117	3 16 11	3 0 0
India 3½% 1931 or after	JAJO	98	3 11 5	—
India 3% 1948 or after	JAJO	86	3 9 9	—
Sudan 4½% 1939-73 Av. life 27 years	FA	120	3 15 0	3 7 3
Sudan 4% 1974 Red. in part after 1950	MN	117¼xd	3 8 1	2 11 7
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 15 4
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	110	4 1 10	2 10 4
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	111	3 12 1	3 4 4
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	104	3 12 1	3 7 4
Canada 4% 1953-58	MS	112	3 11 5	3 1 7
*Natal 3% 1929-49	JJ	102	2 18 10	—
*New South Wales 3½% 1930-50	JJ	101	3 9 4	—
*New Zealand 3% 1945	AO	101	2 19 5	2 17 6
Nigeria 4% 1963	AO	113	3 10 10	3 5 5
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 2
South Africa 3½% 1953-73	JD	109	3 4 3	2 16 6
*Victoria 3½% 1929-49	AO	100	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	97	3 1 10	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	108	3 4 10	2 17 10
Leeds 3% 1927 or after	JJ	96	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	81	3 1 9	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96	3 2 6	—
Manchester 3% 1941 or after	FA	97	3 1 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100½	2 9 9	—
Metropolitan Water Board 3% "A" 1963-2003	AO	96	3 2 6	3 2 10
Do. do. 3% "B" 1934-2003	MS	97	3 1 10	3 2 1
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 5
†Middlesex County Council 4% 1952-72	MN	113xd	3 10 10	3 0 2
† Do. do. 4½% 1950-70	MN	116xd	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	95xd	3 3 2	—
Sheffield Corp. 3½% 1968	JJ	106	3 6 0	3 3 11
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	114½	3 9 10	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	140½	3 11 2	—
Gt. Western Rly. 5% Rent Charge	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	130½	3 16 8	—
Gt. Western Rly. 5% Preference	MA	120½	4 3 0	—
Southern Rly. 4% Debenture	JJ	113½	3 10 6	—
†Southern Rly. 4% Red. Deb. 1962-67	JJ	115½	3 9 3	3 2 4
Southern Rly. 5% Guaranteed	MA	131½	3 16 1	—
Southern Rly. 5% Preference	MA	121½	4 2 4	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

1936

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n Stock
36.

‡Approximate Yield with redemption
£ s. d.
2 19 3
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2 18 8
2 19 4
2 15 3
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2 4 10
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2 10 3
2 5 0
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3 7 3
2 11 7
2 15 4
2 10 4
3 4 4
3 7 4
3 1 7
—
2 17 6
3 5 5
3 8 2
2 16 6
3 10 0
—
3 0 0
2 17 10
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3 2 10
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2 18 5
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